

<p style="text-align: center;">Open Solicitation Plan For Open Solicitation #1149866 – Restaurant and Caterer Meal Program</p>

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

Section 4.1.6.3 Procedure

- (1) Public Notice – Notice for this solicitation will be posted on the Montgomery County, Office of Procurement website. Additionally, DHHS will send a copy of the notice to current providers, whose contracts will be replaced by contracts awarded under this Open Solicitation.
- (2) Application Process – The DHHS Contract Management Team (CMT) will post a copy of the solicitation packet for this Open Solicitation at:
<https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>. The solicitation packet includes the following: 1) the Notice to Vendors that summarizes this Open Solicitation; 2) the Instructions and Minimum Qualifications document for this Open Solicitation; 3) the Application; and 4) the Pre-approved Form Contract including the Scope of Services and General Conditions of Contract Between County and Contractor and other attachments.
- (3) Criteria for accepting or rejecting applications – The solicitation packet contains the minimum requirements that applicants must meet. Applications will be reviewed by DHHS staff for acceptance or rejection, based on the solicitation criteria.
- (4) All applicants meeting the minimum qualifications listed in the Instructions and Minimum Qualifications document of the Open Solicitation and are found to be responsible will be eligible to receive a contract to provide the services described in the Open Solicitation. The services will be consumer driven.
- (5) Pre-Approved Form Contract – A Pre-Approved Form Contract is included in the solicitation packet. The solicitation packet also contains a description of the requirements identified on the Pre-approved Form Contract (referred to as Scope of Services). Applicants will be required to execute a contract with the County using this Pre-Approved Form Contract, including the General Conditions of Contract Between the County and Contractor (“General Conditions”), without modification.
- (6) Cost – The cost of contracts will not exceed available appropriations. Prior to encumbrance of funds for contracts awarded under this Open Solicitation, the total available appropriation for the contracts will be verified by DHHS. Funds will be encumbered under contracts via a purchase order. The County’s Senior Nutrition

Program will monitor expenditures for each executed contract against the purchase order and any subsequent delivery orders that the Office of Procurement authorizes.

- (7) Cancellation – The County reserves the option to cancel this Open Solicitation at any time. Award of a contract under this Open Solicitation is subject to appropriation of funding.
- (8) Changes to Forms – The County may update the Open Solicitation Form Contract with updated versions of the forms listed below without issuing an amendment to the Open Solicitation:
 - a. General Conditions of Contract Between County & Contractor (PMMD-45);
 - b. Minority Business Program & Offeror's Representation (PMMD-90);
 - c. Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor (PMMD-91);
 - d. Minority, Female, Disabled (MFD) Person Subcontractor Performance Plan (PMMD-65); and
 - e. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor, and Wage Requirements Law Certification (PMMD-177).
 - f. Meal Rate Schedule as of November 1, 2022 (Attachment G)

The updated forms will be applicable to new contracts entered into after the date they are added to the open solicitation; forms attached to previously executed contracts will remain in effect for these contracts unless formally amended by contract amendment.

[The remainder of this page is intentionally blank.]

NOTICE TO VENDORS

Open Solicitation #1149866 Restaurant and Caterer Meal Program

Montgomery County, Maryland, through its Department of Health and Human Services (the “County” or “DHHS”) Senior Nutrition Program (“SNP”), is seeking applications from locally owned and operated, independent restaurants or caterers to provide meals to existing home-delivered and congregate meal clients. The County wishes to continue its promotion of better health for seniors through improved nutrition and help older adults remain healthy, independent, and active, living with honor and dignity in their homes and communities. The County also wishes to reduce isolation by fostering socialization in settings in which older adults can obtain other supportive services, such as nutrition education and physical fitness activities.

The purpose of an Open Solicitation under Montgomery County’s Procurement Regulations is to permit acceptance of applications on a continuing basis to meet service needs. Interested parties are encouraged to submit an application along with all required materials listed in the Open Solicitation to allow for processing of a Pre-Approved Form Contract.

A complete description of the Scope of Services required is listed in the Open Solicitation packet in the Pre-Approved Form Contract. You may obtain a packet by visiting DHHS – Contract Management Team website at: <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.

The County will enter into a contract with all applicants who meet the minimum qualifications as described in the Form Contract and are found to be a responsible organization. The County will sign the contract and return a copy to the applicant. The Form Contract with all Attachments will constitute the entire Contract. Please keep a copy of all these documents for your records. The applicant must sign the County’s Form Contract which includes the General Conditions of Contract Between County and Contractor, as written with no modification.

Questions regarding this solicitation should be emailed to:
HHS.Open.Solicitations@montgomerycountymd.gov

INSTRUCTIONS AND VENDOR INFORMATION

The County will enter into a contract with all applicants who meet the minimum qualifications, are found to be responsible, and complete and submit the mandatory submissions described below in this document. After an applicant submits the required information and documents, the County will review the submissions and determine whether the applicant meets the minimum qualifications. If the County accepts an application, the contract will be executed, and a copy of the contract will be sent to the applicant. Please keep a copy of the entire Open Solicitation packet for your records. *Applicants are strongly encouraged to carefully review all the documents and information provided with this packet before completing and returning the Pre-Approved Form Contract.* **Incomplete applications will not be processed.**

Please complete and attach all the below-listed mandatory submission/application documents and e-mail to: SNPMail@montgomerycountymd.gov

The County makes no guarantee that any Contractor will receive meal orders from the County under a contract resulting from this Open Solicitation. The services to be provided under contracts resulting from this Open Solicitation are consumer driven. Contractors will be placed on a list of current providers for meals, and the County will select the restaurant used based on, but not limited to geographic location, participant requests, cultural appropriateness, and past performance. Award of a contract under this Open Solicitation is subject to appropriation of funding. The County reserves the right to cancel this Open Solicitation at any time.

Questions related to open solicitation should be directed to:
HHS.Open.Solicitations@montgomerycountymd.gov

- I. Submission/Application Documents - The following items must be submitted:
 - A. Application/Vendor Information Form
Please complete in its entirety. Applicants must check-off profit, non-profit, or sole proprietorship designation.
 - B. Licenses
Applicants must submit copies of all licenses required in the minimum qualifications section. This includes Business License, Food Service Facility License, and ServSafe (or other Food Service) Certification. The applicants must keep these licenses current, update the copies submitted with this application as needed, and notify the County immediately of suspension, revocation, or any other licensing problems.
 - C. Insurance Certificate
A Certificate(s) of Insurance that provides evidence of meeting the insurance requirements set forth in Article VII. of the Pre-Approved Form Contract. Contact your insurance broker to obtain the Certificate.
 - D. Pre-Approved Form Contract
The Form Contract must be filled out correctly and submitted. Please follow these steps:

1. Sign the Form Contract – If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Form Contract.
 2. PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.
 3. Submit all the pages of the Form Contract (not just the signature page), including all attachments.
- F. Minority, Female Disabled (MFD) Person Subcontractor Performance Plan
Please submit your MFD plan or request a waiver.
<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf>
- G. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor
www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf
- H. Proof of legal name
A copy of the current Maryland Business License displaying the appropriate legal name is acceptable.
- I. W-9 tax form or a copy of the Social Security card, if sole proprietorship.
- J. Proof of tax-exempt status
Determination letter from IRS, if applicable.
- K. Certificate of Good Standing from the Maryland State Department of Assessments and Taxation
- L. Average Components of Meal Cost Form with a description of any calculations used to determine the proposed meal cost.
- II. The **minimum qualifications** for this Open Solicitation are as follows:
- A. Applicants must be a locally owned and operated, independent (i.e., not associated with a corporate chain or franchise) restaurant or caterer. No business located, licensed, or owned by someone residing outside the State of Maryland will be accepted. Proof of residency may be requested.
 - B. Applicants must meet the County's mandatory insurance requirements as defined under this solicitation and must provide insurance certificates to the County which show coverage reflecting the mandatory insurance requirements.
 - C. Applicants must comply with State and local sanitation regulations and have a certified Food Service Manager present to supervise meal preparation and packaging at the sites.

- D. Applicants must have a current Food Service Facility License issued by DHHS, Division of Licensing and Regulatory Services. If the facility is located outside of Montgomery County, Maryland, the applicant must provide a copy of the license issued by the respective county.
- E. Applicants must allow the County to perform unannounced, on-site monitoring visits to evaluate the provision of services in accordance with the terms of the Contract. The Contractor must keep all program files for a period of three (3) years and allow access of these files to the County upon request.
- F. Applicants must be willing to make agreed-on adjustments to the provision of meals such as menu, location, delivery method, etc.
- G. The SNP will review the three (3) most recent health inspection reports from the Montgomery County Department of Health and Human Services, Licensure and Regulatory Services office. Applicants with unresolved Critical Violations that involve food safety and sanitation practices may be deemed ineligible. The SNP may, but is not required to, reconsider an application if three (3) subsequent health inspection reports show the issue has been resolved. Any applicant with the same unresolved critical violation on the two (2) most recent health inspections is not eligible and their application will not be reconsidered.
- H. Final approval of an applicant to provide services under the Contract may be contingent on a visit to the site and approval by a representative of the Program, and at the sole discretion of the County. The purpose of the visit will be to determine whether the site(s) and staffing meet(s) the requirements of the Contract.

Open Solicitation #1149866
FORM CONTRACT # _____

I. BACKGROUND/INTENT

- A. Montgomery County, Maryland (the County), through its Department of Health and Human Services' (the DHHS) Senior Nutrition Program (SNP), is seeking locally owned and operated, independent restaurants or caterers to provide meals to existing home-delivered and congregate meal clients.
- B. Nutrition services are funded under Public Law 109-365, the Older Americans Act (OAA) of 1965, as amended October 16, 2006. The goal is to promote better health through improved nutrition and help older adults remain healthy, independent, and active, living with honor and dignity in their homes and communities. The SNP provides meals for older adults in congregate settings to promote better health with improved nutrition, reduce isolation through socialization, and to provide access to other supportive services. The SNP also provides home-delivered meals for adults who are frail, homebound due to illness or disability, or otherwise isolated.
- C. The goal of the SNP Restaurant and Caterer Meal Program (Program) is to provide restaurant or caterer prepared meals delivered to specified locations or picked up by the Program representatives at the County's option. Delivery locations include congregate meal sites and home-delivered meal providers.
- D. The Contractor was selected under Open Solicitation #1149866, Restaurant and Caterer Meal Program, to provide services in accordance with the Open Solicitation and this Contract.

II. SCOPE OF SERVICES

- A. The Contractor must provide the services and meet the requirements as outlined below:
 - 1. Provide a menu with at least six possible full-meal menu options for the County to choose from for orders. Two of those menu options must be vegetarian. The County will select no more than two menu options per order, most often to accommodate vegetarian requests.
 - 2. Every meal must meet the following minimum standards: 3 or more ounces of protein, 1/3 cup starch (preferably a whole grain), 1 cup non-starchy fruits and/or vegetables, and a dessert. Meals must be delivered at the required temperatures under Article II. Scope of Services, Paragraph A, Item 9, in microwaveable containers compatible with the County's ban on polystyrene foam materials. All components within hot meals must be separated from cold items to be compatible with reheating in the microwave (i.e., no salads packed in the same container). Additional or separate containers must be used for cold sides.
 - 3. Prepared meals must be individually packed in containers appropriate to prevent spills and crushing. Each container must be labeled with the Contractor name, date prepared, and the menu item being served. Unless meals have been frozen per SNP directions, no meal component may be prepared more than two days in advance of serving.
 - 4. Compostable or recyclable food service products, including straws, in accordance with the Montgomery County ban on the use of polystyrene foam, must be used.

Open Solicitation #1149866
FORM CONTRACT # _____

5. The County will order a minimum of ten (10) meals per order. Orders will be placed a minimum of four (4) business days in advance.
6. The Contractor must accept changes to the number of meals ordered until 11:00 A.M. the day before pickup/delivery. The County will not add or reduce the number of meals ordered by more than ten (10) for any given day.
7. The Contractor must provide meals according to the agreed-on menu. If substitutions are necessary, the County must approve the substitutions prior to the Contractor substituting the agreed-on menu.
8. The Contractor must provide suitable condiments and all disposable items needed for the meals in sufficient quantities for meal orders that meet acceptable quality standards for use by older adults.
 - i) For congregate sites, disposable items may include sectioned plates/containers, soup cups, dessert cups, flatware, and napkins.
 - ii) For home-delivered meals, disposable items must include flatware and napkins. Soup cups and dessert cups must be provided by the Contractor, as needed.
9. Delivered meals must be properly insulated so the food temperature exceeds 150 degrees F for hot foods and does not exceed 45 degrees F for cold foods at the time of delivery. If meals are picked up at the restaurant location, food temperatures must exceed 165 degrees F for hot foods and must not exceed 38 degrees F for cold foods at the time of pick-up.
10. Temperatures and inspection of the meals will be conducted by a County representative. Contractor delivery personnel are required to remain at the delivery or pick-up site until the County representative has taken temperatures and inspected the meals before accepting delivery.
11. Upon acceptance of delivery by county representative, delivery tickets must be signed and dated by an authorized delivery site representative for invoicing purposes.
12. Prepared meals must be available at designated sites for pickup by 9:00 A.M. on the day of the order. Should delivery be required, meals must be delivered no later than 10:00 A.M. If meals are damaged, incomplete, or otherwise inedible on delivery (e.g., burned, foreign objects), the Contractor must re-deliver the necessary replacement meal(s) before the scheduled mealtime that day. The scheduled mealtime varies by location but is provided to the Contractor at the time the County places its order.
13. Upon the County's request, the Contractor must provide allergy information for all menu items with the delivery and be able to provide a complete list of ingredients for each menu item, including pre-packaged items.
14. The Contractor must host a one-time tasting day prior to any order being placed by the County. The Contractor will provide one of each approved menu option to the County at an agreed-on location. The Contractor will remain at the agreed-on location during the tasting, to receive feedback on the entrees and must be willing and able to discuss and implement minor adjustments to the menu. The Contractor will be paid the agreed-on meal price per meal for the tasting.
15. The Contractor must provide two different meals per day for participants in the home-delivered meal program and one meal per day for participants in the congregate meal program.

Open Solicitation #1149866
FORM CONTRACT # _____

- B. The Contractor's site(s) must comply with State and local sanitation regulations; have a current Food Service Facility license, issued by Montgomery County, Maryland; and have a ServSafe-certified food service Manager to supervise meal packaging and preparation.
- C. The Contractor must provide the County with a list of the location(s) to which it is willing to deliver. The list of potential delivery sites will be provided by the County on the Meal Rate Schedule located at the following website: <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.
The Contractor must provide the County a minimum of one week notice regarding any changes to its delivery sites.
- D. The Contractor must be willing to make agreed-upon adjustments to the provision of meals such as menu, location, delivery method, and similar adjustments. This includes providing meals periodically for orders placed by other DHHS program staff. The Contractor must coordinate all logistics and invoice with that DHHS program staff accordingly.
- E. In the event of inclement weather and/or other County closures, that day's meal will be rescheduled. Meals already prepared for the closure day(s) delivery must be delivered to a location directed by the SNP and billed to the County. In the event of a multi-day closure, the Contractor must make every attempt to freeze the meals to prevent spoilage before rescheduling can occur. If freezing is not an option, the Contractor must contact the SNP Restaurant Program Manager and/or the SNP Director for further directions.
- F. The County has the right to perform unannounced, on-site monitoring visits to evaluate the provision of services in accordance with the terms of the Contract and reserves the right to access all program files and materials of the Contractor. The Contractor must maintain program files for a minimum of three (3) years following the termination or conclusion of the Contract.

III. RECORDS AND REPORTS

- A. The County will use invoices submitted by the Contractor as the report of service provided by the Contractor. Therefore, the following information must be included on each invoice:
 - i. Date of meal delivery or pickup;
 - ii. A copy of the signed delivery slip;
 - iii. Number of meals served and the delivery location; and,
 - iv. The Contract number and purchase order number.
- B. As a result of changing State of Maryland or Federal requirements, the SNP may need to impose additional information requirements, periodically.

IV. COMPENSATION

- A. The County will compensate the Contractor based on the number of meals provided under this Contract via fully burdened, fixed rate as indicated by Attachment F, 'Average Components of Meal Cost'. The County will set forth the annual maximum fixed rate per meal via the Meal Rate Schedule, (Attachment G), for this Open Solicitation. The Meal Rate

Open Solicitation #1149866
FORM CONTRACT # _____

Schedule, Attachment G, will also be posted on the DHHS website at <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmteursolicits.html>.

The County may approve a price adjustment at the beginning of the Federal Fiscal Year (i.e., October 1) if the Contractor submits a new Average Components of Meal Cost Form that provides sufficient justification of a net increase in delivering goods and services under this Contract. Based on the County's review of the Average Components of Meal Cost Form, the County may approve a new fixed price.

Price increase request beyond the County's set forth Meal Rate Schedule (Attachment G) to the Open Solicitation will not be approved. In the event the County's set forth Meal Rate Schedule changes, the Department of Health and Human Services' Director or her/his designee will promptly notify the Director, Office of Procurement and forward the updated Meal Rate Schedule (Attachment G).

- B. The County shall issue the Contractor a Purchase Order each federal fiscal year the Contract is in effect. The maximum amount payable under this Contract for each federal fiscal year (beginning October 1) must not exceed the total amount shown on the Purchase Order(s). The County makes no guarantee that any Contractor will receive meal orders from the County even with an issued Purchase Order.
- C. No services will be performed or compensated under this Contract prior to the execution of a County Purchase Order and the Contractor's receipt of said County Purchase Order containing a maximum compensation amount.

V. INVOICES

The Contractor must submit invoices electronically to the County in a format approved by the County for services provided under this Contract. All invoices and supporting documentation must be submitted via email to SNP.Invoices@montgomerycountymd.gov by the 10th of each month with the words "Restaurant Initiative" in the subject line. All payments of invoices under this Contract are subject to County approval and acceptance prior to payment. The County will make payment on approved invoices within thirty (30) days of the County's receipt, acceptance, and approval of the Contractor's invoice and supporting documentation, including all required reports.

VI. TERM

This Contract is effective on the effective date indicated on the signature page, and is effective until the second September 30th following the effective date of the Contract. Before the Contract term ends, the Director may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interest of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew the Contract for two (2) additional two-year terms. Any additional renewal of this Contract is contingent upon fiscal appropriations, County needs, and the approval of the Contractor.

VII. GENERAL CONDITIONS AND INSURANCE

Open Solicitation #1149866
FORM CONTRACT # _____

The general Conditions of Contract Between County and Contractor ("General Conditions") are incorporated by reference into and made a part of this Contract as Attachment A. The mandatory insurance requirements listed below supersede the insurance requirements listed in Paragraph 21 of the General Conditions.

Prior to the execution of the Contract by the County, the Contractor and their Contractors (if requested by County) must obtain, at their own cost and expense, the following minimum (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this Contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the Contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the Contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of Contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Commercial General Liability

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

- Contractual Liability
- Premises and Operations
- Independent Contractors & Subcontractors
- Products and Completed Operations

Commercial Automobile Liability Coverage

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

- owned automobiles
- hired automobiles
- non-owned automobiles
- loading and unloading

Worker's Compensation/Employer's Liability

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

- Bodily Injury by Accident - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limits
- Bodily Injury by Disease - \$100,000 each employee

Open Solicitation #1149866
FORM CONTRACT # _____

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policies if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

Policy Cancellation

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

Certificate Holder

Montgomery County, MD
HHS / CMT
401 Hungerford Drive, 6th floor
Rockville, Md 20850

VIII. CONTRACT ADMINISTRATOR

The Contract Administrator for this Contract is: Ijeoma Oji, Team Lead, Contract Management Team, 401 Hungerford Drive – 6th Floor, Rockville, MD 20850; Telephone #: 240-777-3807

IX. Priority of Documents

The following documents are incorporated by reference and made a part of this Contract and are listed in the following order of precedence to be applied in the event of a conflict in their term:

- a. This Contract Document;
- b. The General Conditions of Contract Between County and Contractor (Attachment A);
- c. Minority, Female Disabled (MFD) Person Subcontractor Performance Plan (Attachment B);
- d. Application/Vendor Information Sheet (Attachment E); and
- e. Average Components of Meal Cost Form (Attachment F).

SIGNATURE PAGE FOLLOWS

Open Solicitation #1149866
FORM CONTRACT # _____

Signature Page

This Contract, which incorporates the approved Form Contract, General Conditions of Contract Between County and Contractor and all required forms under Priority of Documents, copies of which have been provided to the Contractor, is effective this __ day of _____, 20__, by and between _____, hereinafter referred to as the "Contractor" and Montgomery County, Maryland, hereinafter referred to as the "County". This Contract will become effective upon signature by the Director, Office of Procurement. This Contract and any renewals or extensions of this Contract are subject to the appropriation of funds.

Part A: Contractor's Offer to Provide Services:

(Prospective Contractor Must Complete)

Contracting Corporation, Partnership Limited
Liability Company OR Proprietorship

Agency Name

Signature

Typed

Title

Date

Part B: County Acceptance:

MONTGOMERY COUNTY, MARYLAND

Avinash G. Shetty, Director
Office of Procurement

Date

RECOMMENDATION

Raymond L. Crowel Psy.D., Director
Department of Health and Human Services

Date

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