



STATE OF MARYLAND

MARYLAND DEPARTMENT OF HEALTH (MDH)

RE-SOLICIT

REQUEST FOR PROPOSALS (RFP)

DIETARY SERVICES FOR THOMAS B. FINAN CENTER

RFP NUMBER OCMP- 26-25264

ISSUE DATE: OCTOBER 7, 2026

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) <https://procurement.maryland.gov> should register on eMMA <https://emma.maryland.gov/>

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH (MDH)
KEY INFORMATION SUMMARY SHEET

Request for Proposals	Services – Dietary Services for Thomas B. Finan Center
Solicitation Number:	OCMP-26-25264
RFP Issue Date:	Tuesday, October 6, 2026
RFP Issuing Office:	Maryland Department of Health (MDH or the "Department")
Office of Contract Management & Procurement Director Email: Phone Number:	Alison Barry 201 W. Preston St., Baltimore, MD, 21201 alison.barry@maryland.gov 667-203-9095
Procurement Officer: Email: Phone Number:	Melane' Boltz 926 Snow Hill Road, Salisbury, MD 21804 melane.boltz@maryland.gov 410-572-6214
Proposals are to be sent to:	Submit on emma.maryland.gov under Solicitation Number OCMP-26-25264 To submit a proposal, offerors must first register on emma.maryland.gov . We recommend registering in advance to become acquainted with the site.
No Bid/Proposal Notice Feedback Form	*If you are not submitting a proposal for this solicitation, submit Attachment 1 with your reasons why.
Pre-Proposal Conference:	Tuesday, October 13, 2026, at 12:00 PM Local Time, via virtual meeting (Link for the meeting will be provided after submitting the Pre-Proposal attendance form). See Section 4.3 for additional details. See Attachment 2 to RSVP by Monday, October 12, 2026, at 4:00 PM local time, to attend

Scheduled Site Visit	Tuesday, October 13, 2026, at 11:30 AM Local Time 10102 Country Club Road, Cumberland, MD 21502 See Section 4.3 for additional details. See Attachment 2 to RSVP by Monday, October 12, 2026, at 4:00 PM local time, to attend
Questions Due Date and Time:	Friday, October 23, 2026, by 2:00 PM local time
Proposal Due (Closing) Date and Time:	Friday, November 6, 2026, at 2:00 PM local time Offerors are reminded that a completed Feedback Form is requested if a no-bid/proposal decision is made (see Attachment 1 - No Bid Notice/Vendor Feedback Form).
MBE Subcontracting Goal:	An overall Minority Business Enterprise (MBE) participation goal of <u>10</u> percent of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement. Also, refer to Appendix 4 for information about the MBE or DBE program and goals.
VSBE Subcontracting Goal:	N/A
Certified Farm & Fish Participation Goal	An overall goal of <u>20</u> percent of the total contract dollar amount has been established for this procurement. Also, refer to Appendix 12 Certified Farm & Fish program for information about this program and goals.
Procurement Method:	A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03 .
Multiple or Alternate Bids:	Multiple or alternate Proposals will not be accepted.
Contract Type:	Indefinite Quantity with Fixed Unit cost as defined at COMAR 21.06.03.06 A (2).
Contract Duration:	Three-year (3) base period with Two (2) 1-year Option Periods.
Primary Place(s) of Performance:	Thomas B. Finan Center 10102 Country Club Rd, Cumberland, MD 21502
SBR Designation:	No
Federal Funding:	No

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

- 1.1.1 There are no minimum qualifications for this solicitation.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 This Request for Proposals (RFP) is issued to procure the goods or services, as specified in this Section 2, from a contract between the selected offeror(s) and the State of Maryland (“State”). The State is seeking a dietary and food services Contract for the Thomas B. Finan Center (“Finan Center”). The contract will be for three-year (3) base period with two (2) 1-year option periods
- 2.1.2 It is the State’s intention to obtain goods and services, as specified in this RFP, from a contract between the selected Offeror and the State.
- 2.1.3 This is a single award. See RFP **Section 6.5 Selection Procedures** for more Contract award information.
- 2.1.4 A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

2.2 Background and Purpose

BACKGROUND

The Thomas B. Finan Center (hereinafter referred to as the “Center”), located in Cumberland, Maryland, is an integral part of the MDH Healthcare Delivery System of the State of Maryland. The Center is one of a network of facilities administered by the Maryland Department of Health (MDH or the “Department”). The Center’s complex includes a total complement of one hundred and seventy-two (172) patients/residents/students, broken down as shown in Table 2.1 Thomas B. Finan Center Campus Locations and Capacity.

PURPOSE

The Finan Center is soliciting Proposals from qualified Offerors for the total operation of the dietetic department at the complex to include food service operations and management, and professional clinical nutrition care services to ensure optimal nutritional care of the patients/residents/students of the complex, as well as cafeteria services for employees and visitors.

2.2.1 State Staff and Roles

- 2.2.1.1 A Procurement Officer and Contract Monitor will facilitate the solicitation and procurement for this RFP. See Section 2.2.2.5 for additional duties.

2.2.2 The Thomas B. Finan Center Responsibilities

2.2.2.1 Facility and Equipment

The Center will provide the Contractor with general kitchen facilities, permanently installed food service equipment, designated furnished office space, storage areas, locker area, restroom facilities and all utensils and tableware associated with the food service operation.

2.2.2.2 Utilities

The Center will:

- A. Furnish the Contractor with and pay for electricity, gas, steam, water and refrigeration as associated with and required for the economical, efficient and sanitary operation of the dietetic department.
- B. Provide the Contractor with local telephone service and telephone equipment within the Center. The Contractor shall be responsible for all associated long-distance expenses.
- C. Supply the Contractor with a basic internet connection through the State network, however if additional services are desired or required the Contractor shall be responsible for all associated expenses.

2.2.2.3 Maintenance and Repairs

- A. The Center will maintain and repair the building structure, including the maintenance of water, steam, sewer, and electrical lines, ventilation, electrical lighting fixtures, and space heating systems. The Contractor will bear the expense of repairs necessitated by its employees' negligent or intentional actions or inactions.
- B. All requests for repair service or replacement of equipment shall be approved by the Center's Administration. The Center will assume responsibility for payment of all equipment repairs and replacements approved by the Center.

2.2.2.4 Refuse Removal and Housekeeping

The Center will provide refuse removal from the Center's grounds and all other housekeeping services not designated to the Contractor.

2.2.2.5 Role of the Center's Contract Monitor

The Center's Contract Monitor is the liaison between the Center's Administration and the Contractor. The Center's Contract Monitor may obtain assistance with any of the following responsibilities from an appropriate source. The Center's Contract Monitor may designate a qualified alternate in his/her absence. The Center's Contract Monitor:

- A. Reviews the Contractor's operating policies and procedures for the Dietetic Department prior to final approval.
- B. Reviews and approves the policy and procedure manual prepared by the Contractor within two (2) weeks after receipt of the Notice to Proceed from the Contract Monitor and annually thereafter.
- C. Approves all special food/function requests.
- D. Reviews and approves the Contractor's in-service training plans and observes in-service training.
- E. Establishes a regular meeting schedule with the Dietetic Department Director.
- F. Regularly monitors the performance of the clinical dietitian(s) by reviewing quarterly accomplishment reports of the dietitian(s) with the Dietetic Department Director; by meeting monthly with the Contractor's supervising dietitian to review findings and assess that all licensure and accreditation/standards are performed at an acceptable level of compliance.

- G. Meets with the Contractor's Corporate Management representative and supervising Registered Dietitian monthly.
- H. Reviews and approvals of all cycle menus.
- I. Reviews and approvals monthly, anticipated menu changes/revisions.
- J. Reviews and approves portion sizes and selling prices of food in the employees' cafeteria prior to initiation of the contract and thereafter, according to price revision schedule developed by the Contractor.
- K. Reviews and approves emergency menu plans and related inventories.
- L. Facilitates the coordination of the Contractor's plan for responding to both an internal and external emergency with the appropriate individual/committee responsible for the total Facility plan and the annual revisions thereafter.
- M. Reviews and makes determinations concerning any requests for additional or replacement equipment by the Contractor;
- N. Reviews and make determinations concerning equipment repairs and/or service.
- O. Monitors the Contractor's performance with respect to the Contract requirements, through review of licensing and accreditation inspection reports, conduct the performance reviews, staff consultations, and other appropriate methods.
- P. Reviews and approves the sanitation manual and cleaning schedules developed by the Contractor.
- Q. Coordinates the quarterly contract performance requirements/review evaluation.
- R. Initiates requests to the Contractor concerning any aspect of the dietetic department operation.
- S. Monitors that the Center policies and procedures are understood and complied with by the Contractor's employees.

2.3 Contractor Responsibilities and Tasks

2.3.1 General Requirements

2.3.1.1 Policies and Procedures

- A. Develop a comprehensive policy and procedure manual specific to the needs of the Dietetic Department of this Center.
- B. Ensure the dietetic department policy and procedure manual will clearly define all operational principles and methodologies to be utilized to ensure the ability to fulfill all of the requirements of the Contract in a consistent and satisfactory manner and ensure compliance with all requirements, standards and regulations of the Joint Commission, and all federal, State and local agencies having authority over the Finan Center with respect to licensing and accreditation as well as compliance with requirements related to Health Insurance Portability and Accountability Act (HIPAA) and the Americans with Disabilities Act (ADA).
- C. Provide policies related to, but not limited to the following topics within the manual:

1. Dietetic department organization.
2. Employee orientation and training for Contractor's staff; and
3. Ongoing training and continuing education of Contractor's staff.
4. Personnel policies to include:
 - a. Employment process.
 - b. Orientation procedures.
 - c. Employee classifications.
 - d. Salary scales.
 - e. Employee benefits.
 - f. Performance review procedures.
 - g. Disciplinary process.
 - h. Grievance process.
 - i. Promotions.
 - j. Work hours.
 - k. Employee health (including physical, illness, injury).
 - l. Dress code; and
 - m. Timekeeping.
5. Personal health and hygiene of employees
6. Interdepartmental relations and consistent ongoing communications
7. Record keeping
8. Food purchasing
9. Storage of food, chemicals, and supplies
10. Storage, distribution, and administration of enteral tube feedings and nutrition supplements
11. Inventory
12. Food production and service
13. Cafeteria pricing, review, and revision schedule
14. Menu preparation
15. Modified diet orders
16. Tray identification system
17. HACCP (Hazard Analysis Critical Control Points)
18. Infection control
19. Emergency/disaster menus, supplies, and plans
20. Pertinent safety practices
21. Protection of the food supply

22. Sanitation to include:
 - a. Handling of cutting boards
 - b. Dish, utensil, and ware washing techniques
 - c. Disposal of single-use containers
 - d. Disposal of damaged/unusable service ware
 - e. Traffic control within the Department
23. Protocols for nutritional care
24. Nutritional assessment
25. Nutritional counseling and diet instruction
26. Nutrition Education of patients/residents
27. Quality assessment and improvement
28. Quality control and risk management
- D. Submit policy and procedure manual to the Center's Contract Monitor within two (2) weeks after receipt of the Notice to Proceed from the Contract Monitor for review and approval. This review will be accomplished within one week. The Contractor shall modify this manual as required by the Center within seven (7) days of written notice of any necessary changes.
- E. Review and revise policy and procedure Manual annually no less than two (2) weeks before the anniversary date of the Contract and submit it to the Center's Contract Monitor for approval.

2.3.1.2 Reporting Requirement

Provide the Center's Contract Monitor with an annual report no later than 30 days following the anniversary date of each contract year. The report shall show the following information:

- A. Patient/Resident Data:
 1. Total number of meals served to patients/residents by diet type.
 2. Total number of commercial supplements and tube feeding products provided by type and container size.
 3. Total number of food consistency modification products provided by type and container size; and
 4. Total number of juices for medications and hydration provided by type and container size.
- B. Cafeteria Data:
 1. Total number of transactions for breakfast/mid-morning break, lunch, mid-afternoon break, and dinner; and
 2. Total sales revenue for each month.

2.3.1.3 Patient/Resident Food Service

- A. Provide three (3) meals per day, seven (7) days per week for the patients/residents within the Finan Center; provide breakfast and lunch meals five (5) days per week for the Sheppard Pratt School students when school is in session.
- B. Provide nutritious snacks for the following clients per day, seven days per week:
 - 1. Cottage 5 – two (2) nutritious snacks; one snack between breakfast and lunch and one snack between lunch and dinner.
 - 2. All Finan Cottages (including Cottage 5) – one (1) nutritious snack in the evening.
- C. Utilize an insulated tray to serve patients on the units at Finan Center. Insulated trays and permanent ware shall be maintained on a replacement basis by the Contractor. Tray-related disposables shall be provided by the Contractor. Trays shall be maintained in an acceptable condition at all times, free of cracks, chipping, stains, or other conditions unacceptable under State Health Department Regulations **COMAR 10.15.03.15**; <https://dsd.maryland.gov/regulations/Pages/10.15.03.15.aspx> Food Service Facilities and any Licensure or Accreditation standards. The Contractor shall transport all food, beverages, utensils, and accessories on the tray under a cover. Trays will be of a two-piece design consisting of a base unit and a top which completely covers the base unit. The Skandia insulated tray system is in use at the Finan Center. This system is manufactured by Aladdin Temp-Rite, 250 East Main Street, Hendersonville, TN, 37075. <http://aladdintemprite.com/MealDeliverySystems/InsulatedTrays/Skandia.aspx> An appropriate substitute insulated tray system may be utilized with the approval of the Contract Monitor.
- D. Ensure that system used to serve patients (or appropriate, approved substitute) satisfactorily accommodates the varying needs of the respective patients/residents. The Contractor shall utilize disposable plastic dishware inserts designed for use with this system (to include entrée dish, side dish, dessert dish and soup/cereal bowls with lids as appropriate) (See Appendix 12-Green Purchasing Requirements). Each of the compartments of all trays in which food is placed for service to the patients/residents of the Center must be lined with a disposable insert. All cups and utensils utilized for meal, beverage and snack service for the four (4) behavioral health cottages (Finan Center) are to be disposables, as well as utensils being compostable, (<https://dgs.maryland.gov/Documents/DCE%20-%20Green%20Purchasing/Specs/FoodServiceWareSpecification.pdf>). Re-usable utensils and disposable cups are to be utilized for the one (1) addiction treatment cottage (Massie).
 - 1. Ensure Contractor's employees transport meals to the four (4) separate cottage dining rooms at the Finan Center. Food for this service shall be transported through internal hallways to the units on carts by the Contractor's staff. Carts will be provided by the State.
- E. Ensure Contractor's employees deliver trays and bulk food to the patient/resident units in the categories below and no later than the time specified:
 - 1. Delivery Times:

Meal	Cottage 1	Cottage 2	Cottage 5
Breakfast	8:00 am	7:30am	8:00 am
Lunch	12:30pm	12:00 pm	12:00 pm
Dinner	6:00 pm	5:30 pm	5:30 pm

- F. Contractor shall pick up trays from the patient/resident units approximately one-half hour after the times stated in the delivery chart above and return to the ware washing area. Identify patient's/resident's tray with their name, location, diet type, food likes, food dislikes and beverage preferences.
- G. Deliver trays, beverages, and bag meals to the Sheppard Pratt School at Finan Center Monday through Friday.
 - 1. The Sheppard Pratt School secretary will call in or email a breakfast and lunch meal count to the Contractor each day that specifies the number of lunch trays, bag meals and beverages that are required. This count will detail any dietary restrictions that are necessary. No clinical nutrition services are provided by the Contractor's Registered Dietitian to the Sheppard Pratt School.
 - 2. Regular meal trays should follow the menu cycle plan. Bag meals should provide the same nutritional value as the lunch meals that are provided that day via tray service. Each tray or bag meal that is modified to address dietary restrictions will be identified and clearly labeled with the restrictions.
 - 3. Delivery of meals to Sheppard Pratt facility will be transported by the Contractor. This will require a vehicle on the Contractor's part to complete the delivery of meals.
- H. Provide the following food and supplements seven (7) days per week for all patients/residents whose diet orders allow them:
 - 1. Two nutritious snacks, one between breakfast and lunch and one in the evening, which may include, but are not limited to a selection or combination of the following: juice, trail mix, cookies, fruit, raw carrot/celery sticks, sandwich, crackers with cheese or peanut butter.
 - 2. All commercial nutritional supplements and/or between meal snacks that are required by a physician's medical prescription or identified by the clinical dietitian as required as a part of a patient/resident nutrition care plan.
 - 3. A variety of juices (orange, prune, cranberry, apple, grape and fruit punch) as requested for use in administering medications and for patient/resident hydration.
 - 4. Meat, cheeses, bread, and condiments in addition to the evening nutritious snack must be provided each evening to the one (1) addiction treatment cottage (Massie) to allow for each patient to assemble a supplemental sandwich snack.

- a. The snacks, commercial supplements, and juices shall be prepared and delivered to all units by the Contractor's employees according to a schedule approved by the Center.
5. Ensure that all potentially hazardous food, beverages, supplements packaged on premises and sent to the patient/resident units are labeled as to the contents and that a "use by" date is indicated. Purchased commercially prepared items shall contain similar information.

2.3.1.4 Employee /Visitor Food Services:

The Contractor shall provide meals and snacks utilizing a selective type of menu for employees and/or visitors at lunch and dinner seven (7) days per week, in the cafeteria during the following hours:

Breakfast	8:30 A.M. – 10:00 A.M.
Lunch	11:00 A.M. - 1:30 P.M.
Dinner	4:00 P.M. - 5:45 P.M.

- A. Snacks for employees and visitors shall include at a minimum: coffee, tea, milk, juice, fresh fruit, hard cooked eggs, and a selection of pastries, cookies, and ice cream.
- B. The Contractor shall submit the menus, with portion sizes, raw food cost and selling price of all items to be sold in the cafeteria to the Center's Contract Monitor within two (2) weeks after receipt of the Notice to Proceed from the Contract Monitor for review and approval. The Contractor shall submit simultaneously, in a written policy, a schedule for periodic price review and revision. Any price revision shall be submitted to the Center's Contract Monitor for approval no less than two (2) weeks prior to the effective date.
- C. The Contractor shall post menus in the employees' cafeteria no less than one (1) week in advance of scheduled service.
- D. The Contractor shall ensure that the number of employees proposed in the Contractors bid are available in the cafeteria at all times to serve Center employees and visitors.
- E. The Contractor shall be responsible for the collection of money from sales in the employee's cafeteria.
- F. The security of all monies associated with the employee cafeteria will be the responsibility of the Contractor.
- G. A cash register system that is supplied and maintained by the Contractor, shall be utilized. The cash register system shall be able to provide a receipt tape for the customer and an audit tape for accounting records. This equipment will be provided by the Contractor. This system shall be able to accept credit and debit transactions as well as cash transactions. This system should not charge a fee for the use of debit and credit transactions. A register receipt shall be given for all food purchases. A daily summary of the employee cafeteria operation shall be maintained, which shall also include month-to-date totals, in a format approved by

the Center's Contract Monitor. All records related to income, operational cost, and menu changes shall be maintained by the Contractor for the period set forth in the contract.

- H. The employees' cafeteria is available to State employees, Contractor staff, and authorized visitors only.

2.3.1.5 Special Food Requests

- A. All special food requests shall be submitted to the Contractor for review by the individual or group making the request, and for approval by the Center's Contract Monitor one (1) week prior to the required date.
- B. Requests for special activities, bag lunches, and picnics for patients/residents which have been approved by the contract monitor, shall be in lieu of that meal. (Section 2.3.2.1.c Nutritional Operational Requirements). These alternative meals shall be provided at no additional cost to the State

2.3.2 Nutritional/Operational Requirements

2.3.2.1 Patients/Residents Menu:

Contractor shall ensure the following:

- A. All menus shall be planned to be nutritionally adequate according to the prescribed diet for the patient/resident population. All menus shall be in conformance and consistent with the meal plans for specified diets as outlined and approved in the Diet Manual in use for the Center.
 - 1. The Diet Manual shall contain all diet types required to accommodate the nutritional needs of the patients/residents of the Finan Center. Diets included shall be consistent with current generally accepted theories of dietetic practice, be based on the Dietary Reference Intakes as defined by the Institute of Medicine of the National Academies, adjusted to meet the specific needs of the patients/residents of the Finan Center.
- B. A non-selective, seasonally appropriate, five (5) week cycle menu shall be used. The Contractor shall prepare and utilize a minimum of two (2) menu cycles (Spring/Summer, Fall/ Winter) for all diet types.
 - 1. Regular menus shall be modified for patients/residents as required to comply with physician's diet prescriptions. All modified menus and diet plans shall be developed and analyzed by the Contractor's Registered Dietitian to ensure compliance with the Center's approved Diet Manual.
 - 2. A current copy of the patient/resident's menu will be posted in each dining/cottage area.
 - 3. Evening snacks provided shall be planned to enhance the nutritional content of the daily menu for all patients/residents and not constitute a portion of their daily requirement, except where counter-indicated by diet prescription. A cycle menu for the evening snacks, with a minimum of five (5) weeks in

length will be developed by the Contractor's Registered Dietitian to correspond to the two (2) regular menu cycles (Spring/Summer, Fall/Winter).

4. The initial menu cycle with analyses and a statement of the nutritional adequacy of the menus, signed by the Contractor's Registered Dietitian (Section 2.3.2.1.f Nutritional Operational Requirements) shall be submitted by the Contractor to the Center's Contract Monitor within two (2) weeks after receipt of the Notice to Proceed from the Contract Monitor for review and approval. Subsequently, each year, no later than January 15th, the Contractor shall submit for review and approval the Spring/Summer menu cycle with analysis and signed nutritional adequacy statement, and no later than July 15th, the Fall/Winter menu cycle to be utilized, with analysis and signed nutritional adequacy statement. Requests for any menu cycle revisions by the Center shall be accomplished within seven (7) days.
- C. Bag lunches, picnics, and special outings for patients/residents, requested and approved by the Center's Contract Monitor, which are in lieu of a regularly planned meal, shall provide the same nutritional value to the meal for which they are substituted. These alternative meals shall be provided at no additional cost to the State.
 1. A minimum of a two-week bag lunch cycle menu shall be planned for the bag meals served to students at the Sheppard Pratt school for whom a bag lunch meal is ordered. The contents of these bag meals shall be planned in accordance with the requirements stated in (C) above.
- D. Nutritional supplements, commercially prepared formulas for use as tube feedings and food consistency modification products required to comply with physician's diet prescriptions shall be purchased by the Contractor. The Contractor's Registered Dietitian and the Medical Director/Unit Physician shall agree to any change in or substitution of any product before it is put into use.
 1. The Contractor's Registered Dietitian shall include and maintain current in the Center's approved Diet Manual all appropriate nutritional information for the products in use at the Center.
- E. Standardized recipes shall be developed and utilized for the preparation of all menu items. The recipes shall be developed in a standard format which shall include HACCP elements (e.g., identification of critical control points, monitors, and corrective action to be implemented if HACCP is violated). Recipes shall comply with State Hazard Analysis Critical Control Point requirements of **COMAR 10.15.03**
 1. Standardized recipes for consistency modified menu items shall be formulated to:
 - a. Identify the method of manipulation.
 - b. Define the type and quantity of fluids and/or food products added to achieve desired consistency;
 - c. Adjust the portion size of the manipulated food to equal the nutrient value of the regular diet portion; and
 - d. Be consistent with the standardized recipe format.

2. All standardized recipes shall indicate the nutritional analysis for the stated portion size.
- F. The Contractor's Registered Dietitian shall perform a nutritional analysis for each cycle of menus to be used at the Center. The analysis shall be based on the nutritional composition of the ingredients of the Contractor's standardized recipes in use, and the nutritional composition provided by the manufacturer for any purchased commercially prepared ready to use or any heat/cook serve products used to determine the menus adequacy for each reference group. A copy of the approved menus with the corresponding analyses and signed documentation of nutritional adequacy of these menus for the Finan Center population shall be maintained on file and on site by the Contractor for review by licensing and accreditation surveyors upon request.
- G. The Contractor shall develop an Emergency Menu Plan that includes the provision of meals for no less than three (3) days, based upon service of three (3) meals per day and an evening snack. Menus shall be developed and posted, employees trained to ensure adequate and continued service during emergencies related to weather, floods, lack of steam, water, electricity, fire, and labor strikes. The plan shall detail instructions for food preparation, distribution, transportation, and all associated supplies required to implement the plan (i.e. disposable ware, can openers, trash bags, and serving utensils). The Contractor shall maintain the corresponding food inventory on the premises for feeding patients/residents and employees. A similar inventory of the required emergency supplies (e.g., disposable ware, can openers, trash bags, and service utensils) shall also be maintained. The emergency food inventory and emergency supplies inventory are to be maintained separate from the regular inventories and identified for emergency use only. The plan should identify the means of access to these items twenty-four (24) hours per day, seven (7) days per week. The dietetic department policy related to the Emergency Menu Plan shall include a routine food inventory rotation schedule. The plan shall be submitted to the Center's Contract Monitor within two (2) weeks after receipt of the Notice to Proceed from the Contract Monitor for review and approval. The Contractor shall make any required adjustments within seven (7) days of written notice. The Contractor shall review and revise the plan annually no less than two (2) weeks prior to the contract anniversary date and submit it to the Center's Contract Monitor for approval.
- H. The Contractor shall develop a separate plan for responding to both an internal and an external emergency. It shall include at a minimum, the following: evacuation plan for the dietetic department; location of fire-fighting equipment; a plan for the provision of food service following the loss of utilities; plan for contacting essential personnel; instructions for utilizing volunteers and a plan for providing a continuous source of uncontaminated food and supplies. Additionally, an integral part of the overall plan shall be a separately defined plan that ensures the availability of an adequate supply of food within the Center in the event of an on-going emergency (e.g., terrorist attack) that is of such a nature as to require an official declaration of a state of "Shelter in Place." Under this condition, in an effort to prevent contamination, no one will be permitted to enter or leave the Center. A defined rotation schedule shall be developed for this food inventory. The plan shall be submitted to the Center's Contract Monitor within two (2) weeks after receipt of the Notice to Proceed from the Contract Monitor for review and

approval. The Contractor will make any required adjustments within seven (7) days of written notice. The Contractor shall review and revise the plan annually no less than two (2) weeks prior to the contract anniversary date and submit it to the Center's Contract Monitor for approval. A copy of these plans shall be provided to the Center for inclusion in its Emergency Preparedness Plan.

1. The Contractor shall also provide the Center's Contract Monitor with a list of the Contractor's employees, including their phone numbers, who shall be notified in an emergency by the Center's staff. The Contractor's Dietetic Department Director shall be responsible for assuring that the maintained list is current at all times.
2. The Contractor shall not change, by deletion or substitution, items on any menu which has been approved except in such emergencies as:
 - a. An item cannot be served due to non-delivery or late delivery of the item itself and/or other items required for its correct preparation.
 - b. An item is not fit for human consumption due to spoilage.
 - c. An item does not meet the Contractor's purchasing specifications or the standard of quality when delivered, and there is insufficient time available to allow for a redelivery; and
 - d. An item is unavailable when scheduled for delivery due to a condition or conditions beyond the control of the vendor.

2.3.2.2 Clinical Nutrition Services

The Contractor shall:

- A. Employ a sufficient number of clinical dietitians (i.e., Registered Dietitian (R.D.), (Licensed Dietitian Nutritionist (L.D.N) (Section 2.4.1.B), who are registered by the commission on Dietetic Registration and licensed by the State of Maryland Board of Dietetic Practice, to provide direct nutrition care to the patients/residents at the Finan Center. All Clinical Dietitians performing services under this Contract shall possess a current and valid license from the Board of Dietetic Practice State of Maryland.
- B. Ensure at least one (1) of the Contractor's Clinical Dietitian(s) will be employed and available full-time at the Center. Due to the specific nutrition care requirements of the patients/residents at the Center, the Contractor shall identify both the specific and shared responsibilities of each Clinical Dietitian(s) employed.
- C. Provide professional nutrition care for the adult psychiatric patients at Finan Center by a Clinical Dietitian (R.D., L.D.N) to satisfactorily comply with the scope and quality of services described in these specifications that shall minimally equate to 1.78 hours per patient per month.
 1. Provide professional nutrition care for the patients in Massie and Jackson units by a Clinical Dietitian (i.e., Registered Dietitian (R.D.), (Licensed Dietitian Nutritionist (L.D.N) to satisfactorily comply with the scope and quality of services described in these specifications that shall minimally equate to 1.10 hours per patient per month.

- D. The Contractor's Dietetic Department Director may only perform the dietary requirements of this contract if the Dietetic Department Director is an RD, licensed by the State of Maryland Board of Dietetic Practice. However, the Director may only perform the clinical dietary requirements of this Contract in an emergency situation for a limited period, as agreed to by the Contractor and the Contract Monitor, or for vacation or sick leave for which prior approval has been given by the Center's Administration. Beyond this one-time approval period, the Contractor shall provide for the extended vacation and long-term sick leave for an individual who meets the professional requirements for the Clinical RD (Section 1.3.1.B.).
- E. The clinical dietitian(s) (R.D., L.D.N.) shall take a nutritional history and prepare a nutritional assessment of each patient/resident admitted, within 72 hours of admission. Each assessment is to be updated no less than annually. These assessments shall be documented on a standardized approved form and shall be incorporated in the patient's/resident's medical record. The documentation form is subject to review and approval by the Finan Centers' Forms Committee and/or Medical Records Department.
- F. The clinical dietitian(s) (R.D., L.D.N.) shall prepare a progress note and document in the medical record pertinent nutritional data that:
1. Relates to or changes the nutrition care plan.
 2. Includes a reassessment of the parameters evaluated in the nutritional assessment.
 3. Impacts on the nutritional well-being of the patient/client.
 4. Has programmatic implications; and
 5. Supports the short and long-term goals of the patient/resident. Evaluation of goal achievement is to be documented within the identified time factor.
- G. The progress note documentation shall occur no less than quarterly for modified diets (any deviation from the regular diet except for consistency), no less than semi-annually for regular diets, and no less than monthly for patients/residents on tube feedings.
1. The clinical dietitian(s) (R.D., L.D.N.) shall prepare for each patient/resident an individualized nutrition care plan that shall be documented in the medical record. The clinical dietitian(s) (R.D., L.D.N.) shall retain copies to serve as the working documents for developing meal plans and menus. An initial nutrition care plan is to be developed within 72 hours after each patient's/resident's admission.
- H. The clinical dietitian (R.D., L.D.N.) shall prepare a minimum of two (2) five (5) week cycle menus (Spring/Summer, Fall/Winter) for all modified diets served, which:
1. Include food items consistent with the regular menu prepared for the patient/resident population to the degree permitted by the diet restriction.

2. Meet the scope of modified diets required by the Finan Center.
 3. Identify all food items to be served to meet each diet type's requirements.
 4. Reflect portion sizes, including adjusted portion sizes for food manipulation, as required to meet the diet requirements.
 5. Are acceptable to the patients/residents as evidenced by bi-annual "food acceptance surveys."
- I. The clinical dietitian(s) (R.D., L.D.N.) shall be responsible for performing all clinical nutrition care requirements to satisfy all licensing and accreditation standards and regulations applicable to the Center, including but not limited to the following duties and responsibilities:
1. Provide all requested diet consultations, including discharge diet instructions within twenty-four (24) hours of notification of the request or by the end of the next normal business day. (Monday-Friday).
 2. Revise, whenever necessary, and completely review annually, the nutrition care policies and procedures to assure that they are at all times in compliance with the current requirements, standards, and regulations of all accreditations, licensing and any other federal, State, or local agency having jurisdiction over the Center.
 3. Maintain a file of menus, as served, for all patients/residents of the Center for a period of no less than (5) years.
 4. Prepare the nutrition component of the discharge packet for each patient/resident discharged from the Center. The nutritional discharge summaries shall comply with the requirements of the Center's policies and procedures regarding the information to be included.
 5. Develop, implement, and maintain a system of tray card identification for each patient/resident receiving a tray and an identifying mechanism for each patient/resident who requires a modified diet but uses the patient/resident cafeteria type service.
 6. The clinical dietitian shall develop, implement, and maintain a system to identify, document, and respond to individual patient/resident food likes and dislikes.
 7. Monthly, as a planned group activity, provide patients/residents with a general nutrition education program.
 8. Prepare and provide the clinical nutrition education component of the dietetic department employee orientation program and the ongoing in-service education program. Sessions are to be identified as part of the dietetic

department's overall orientation and in-service training education plan. Documentation of employees' participation must be maintained.

9. Supervise and assume responsibility for the training of tray assembly supervisors and employees and patient/resident cafeteria-type service employees with respect to modified diet requirements, portion control, tray accuracy, and food temperatures.
10. Provide no less than one (1) hour of normal nutrition education and diet modification education to each new employee at the Center and to each new employee of the Contractor performing services under this contract as part of the Centers' orientation programs. Documentation of employees' participation is required to be maintained.
11. Develop and implement, for the Center on-going, the clinical nutrition care aspects of the quality assessment and improvement program for the Department. This shall be achieved through clinical nutrition care studies, outcome evaluations, problem identification, solution, and follow-up. As part of the clinical aspects, at least semi-annually, the following studies shall be performed:
 - a. A food acceptance study at the Center, allowing every patient/resident the opportunity to participate.
 - b. A meal/tray accuracy study representing a minimum of 95% of the meal/trays served in the Center at one meal. Meals studied shall rotate between breakfast, lunch, and dinner.
 - 1) Jointly, with the Dietetic Department Director combines all clinical nutrition care quality assessment and improvement elements results into the overall department plan.
12. Annually, no less than two (2) weeks prior to the anniversary date of the contract, review, and update as necessary, the clinical nutrition care aspects of the overall dietetic department Quality Assurance and Improvement/Quality Control Program. With the dietetic department Director, add new, revised, updated aspects to the overall program which will then be resubmitted to the Quality Assurance and Improvement/Quality Control Committee of the Center for review and approval.
13. Maintain an ongoing, all-inclusive daily record of professional clinical nutrition care responsibilities and other assigned duties performed. Identify for each the type of activity, time required to complete the activity one time, then indicate, as appropriate, the number of individuals for which it was replicated or the number of instances in a day if the activity was performed multiple times.
 - a. Examples:

Activity	Required Time	# Instances/ Individuals	Total Time
Orientation New	1 hour	1	1 hour

Employees
Nutritional
History hour .50 4 2 hours

- b. A summary of these records shall be submitted on a quarterly basis to the Center's Contract Monitor.
14. Perform meal observations in the patient/resident units of the Center minimally: Meal observations shall include, at a minimum, checking food temperature, food appearance, and serving practices.
 - a. At least two (2) complete meal observations per week shall be performed. Observations shall represent breakfast, lunch and evening meals and include special/alternate meal activities (e.g. picnics, cookouts).
 - b. Meal observations are to be documented in the Clinical Dietitian's daily activities record.
15. Maintain a diet manual for the Center (**Section 2.3.2 Nutritional Operational Requirements**). The Center's manual shall be submitted for review, approval and signature of the Center's Clinical Director or designee within two (2) weeks after receipt of the Notice to Proceed from the Contract Monitor. A copy of the current dietary manual will be made available upon request. Any changes required shall be made within seven (7) days of written notification to the Contractor. Copies of the approved current diet manual shall be placed at all nursing stations and in the physician's library. The Contractor's R.D. shall update as necessary and completely review annually, no less than two (2) weeks before the anniversary date of the Contract, the Center's Diet Manual and submit it to the Clinical Director for approval and signature update. The Center's Diet Manual shall be completely revised at least every five years.
16. Participate in scheduled interdisciplinary clinical meetings when requested.
17. Review all new diet orders (prescriptions), and diet changes within seventy-two (72) hours from the date the order was written. Documentation of this review includes diet order verification and an assessment of the appropriate diet order. This information shall be written in the patient/resident's medical record.
 - a. The Dietetic Department Director will establish a procedure that assures us that a R.D. of the Contractor shall be able to be contacted by a supervisory employee of the Contractor should a new diet order or diet change be received that requires professional direction and a (R.D. is not on duty.
18. Evaluate the effects of diet orders and diet changes within three (3) days from the date the order was written.
- J. All clinical nutrition policies, procedures, and forms to be used for clinical documentation shall be submitted to the Center's Contract Monitor for review and approval. Simultaneously, forms shall also be submitted for review and approval to the Forms Committee of the Center.

- K. The Contractor's Dietetic Department Director and Clinical Dietitian (R.D., L.D.N.) shall participate in bi-monthly meetings at the Finan Center. A schedule for the meetings will be established and forwarded to them by the Administrator of the Center. The meetings are intended to provide a regular means of communication among all parties to ensure the provision of high-quality services.

2.3.2.3 Food Quality

Contractor shall be responsible for:

- A. Ensuring all food purchased by the Contractor shall comply minimally with the quality and grade standards identified in this section and COMAR 10.15.03 regulations, and shall be wholesome, unadulterated, and free from contamination, spoilage, and decay. All food sources shall be approved by the Contract Monitor.
- B. Monitoring purveyors and distributors to ensure maintenance of all storage and distribution facilities in full compliance with the applicable State of Maryland sanitation regulations and those of their local jurisdiction. (**Section 2.3.2 Nutritional Operational Requirements**).
- C. Meats: All solid cut meats shall be U.S. Department of Agriculture (USDA) "good" or better and shall have been inspected and passed by the USDA. Purchased ground beef shall include a maximum 15% fat content. A Grading certificate shall be provided where required. The latest revision of the USDA Institutional Meat Purchase Summary (IMPS) shall be used. All deliveries of potentially hazardous foods shall comply with COMAR 10.15.03, which governs temperature maintenance during transportation.
- D. Fresh Fruits and Vegetables: All fresh fruits and vegetables shall be top grade, depending on the specific fruit or vegetable and its use in preparation of finished products.
- E. Frozen Foods: All frozen foods shall be USDA Grade AA or A depending on the specific food and shall have been packed under continuous inspection of the USDA. All deliveries of frozen foods shall conform to MDH's regulations governing transportation of frozen foods and temperature maintenance during transportation.
- F. Fresh Eggs: Fresh shell eggs shall not be used except for hard-cooked eggs and egg salad. All fresh liquid and frozen eggs shall be pasteurized and processed under continuous inspection of the USDA. All cans and packages shall bear the USDA seal showing the date of inspection. Frozen eggs, once thawed, shall be used promptly and may not be refrozen. All deliveries of potentially hazardous foods shall conform to MDH's regulations governing temperature maintenance during transportation.
- G. Fresh Poultry: All poultry, fresh or frozen, shall have been inspected and passed for wholesomeness by the USDA, and shall be Grade A or better. All deliveries of potentially hazardous foods shall conform to MDH's regulations governing temperature maintenance during transportation.
- H. Fresh and/or Frozen Seafood: All seafood shall be of the best quality and freshly chilled or frozen and shall conform to all standards and regulations of any Health Department or agency having jurisdiction over the processing, packing, sale, transportation, or distribution of seafood.

- I. Canned Foods: All canned foods shall be USDA-inspected and no less than Grade A, or extra standard; except that Grade B may be used for soups, stews, purees, and similar items.
- J. Dairy Products: All dairy products shall conform to COMAR 10.15.03. Fluid milk shall contain a minimum of 400 IU of vitamin D and 2,000 IU of vitamin A per quart. All deliveries of potentially hazardous foods shall conform to the MDH regulations, COMAR 10.15.03, governing temperature maintenance during transportation.

2.3.2.4 Storage

Contractor shall:

- A. Acknowledge designated storage areas provided to the Contractor by the Center. The Contractor shall be responsible for the security and cleanliness of these areas.
- B. Maintain adequate inventory of all food items to serve patients/residents, employees, and to provide for emergency and disaster menu requirements. Sufficient inventory of cleaning supplies, dishwashing compounds, glassware, China, utensils, pots and pans, office supplies, sanitation supplies, trash can liners, and paper goods shall be maintained by the Contractor.
- C. Take a bi-weekly physical inventory of food and supplies. A perpetual inventory may be substituted for the bi-weekly inventory.
- D. The Contractor and/or the Contractor's employees may not use food service areas associated with this contract as staging or storage areas to support any other contracts.

2.3.2.5 Sanitation

Contractor shall:

- A. Conduct operations under this Contract in conformance with regulations of any health department having jurisdiction, including those promulgated by the Maryland State Department of Health, **COMAR 10.15.03: Food Service Facilities**, and in compliance with the requirements of Allegany County. It shall be the Contractor's responsibility to be familiar and to comply with these regulations. The Contractor shall not be held responsible for structural deficiencies which are the responsibility of the Center.
- B. The premises, furniture, fixtures, and equipment must be kept in a clean, sanitary and safe condition at all times according to all applicable regulations. The Contractor shall be responsible for the sanitation of the following areas:
 - 1. Kitchen - food preparation surfaces, equipment, floors, floor drains, light fixtures, vents, fans, walls, small equipment, utility carts, and cutting boards. The Contractor shall be responsible for exhaust hoods and filters except that the Center shall be responsible for the exhaust ducts above the ceiling.
 - 2. Dishwashing and Utensil Washing Areas - to include all equipment, floor drains, floors, and walls.

3. Employees' Cafeteria- walls, tables and chairs shall be cleaned after each meal; floors shall be swept after each meal and wet-mopped daily.
 4. Receiving Dock - the area that is adjacent to the dietetic department shall be maintained in a clean and orderly manner at all times and shall include scrubbing and hosing as required.
 5. Storage Areas - those under control of the Contractor including walk-in refrigerators and freezers shall be maintained in a clean and orderly manner at all times.
 6. Patient/Resident Prep Areas - kitchen prep area adjoining the dining room, including maintaining temperatures and cleanliness of the entire area including the refrigerator used to store juices and snacks. for patients/residents.
 7. Janitors Closets and Employee Restrooms - those for the exclusive use of the Contractor and that are within the dietetic department.
 8. Patient's/Resident's Dining Rooms - to include the walls, tables and chairs. Chairs shall be cleaned after each meal; floors shall be swept after each meal and mopped daily.
 9. Office Areas – located within the Kitchen area including floors and walls.
 10. Patient/Resident Cottage Pantries
- C. Budget for and purchase all cleaning agents and chemicals and be responsible for the storage and controlled usage of these products. All such compounds shall be non-phosphorus and of a type approved for use within food service areas. All cleaning agents must be approved for use by the Center's Director of Housekeeping Services.
1. The Contractor shall comply with all requirements of the "Access to Information about Hazardous and Toxic Substances Law and Regulation" (**COMAR 09.12.33**) as established by the State of Maryland Department of Labor, Licensing and Regulation, Division of Labor and Industry.
- D. Move all dietetic department refuse to a designated location for pick-up and removal. The Contractor is not responsible for the removal of refuse from the Center's property.
- E. The Contractor shall regularly include basic sanitation, as part of the on-going in-service training program for employees at all levels. This training shall be supplemented as necessary to reinforce specific sanitation problem areas. The Dietetic Department Director shall have satisfactorily completed a formal sanitation certification course acceptable to the Allegany County Health Department. Similarly, all Supervisory level personnel shall have satisfactorily completed a formal sanitation certification course acceptable to the Allegany County Health Department in order to ensure that there is at least one (1) supervisor per shift on duty who is certified. Certification will be maintained by the Dietetic Department Director, and all supervisory level personnel.
- F. The Contractor shall develop a sanitation manual to include procedures for the cleaning and sanitizing of all food service equipment for which it is responsible. Procedures shall identify at a minimum the cleaning equipment to be used, method

of cleaning and sanitizing equipment, including instructions regarding dilutions and/or concentrations of specific chemical compounds and/or cleaning agents as well as necessary safety precautions. The manual shall be submitted to the Center's Contract Monitor for approval within two (2) weeks after receipt of the Notice to Proceed from the Contract Monitor. Any changes required shall be made within seven (7) days of notification to the Contractor.

- G. The Contractor shall develop, implement, and monitor a daily cleaning and sanitation schedule for the dietetic department. The schedule shall be submitted to the Center's Contract Monitor for approval within two (2) weeks after receipt of the Notice to Proceed from the Contract Monitor. Any changes required shall be made within seven (7) days of notification to the Contractor.
- H. The Contractor shall develop, implement, and monitor a schedule for the cleaning of patient/resident dining rooms and cottage pantries/kitchen area consistent with the requirements specified (**Section 2.3.2 Nutritional Operational Requirements**). Detailed procedures are to be developed that correspond to each of the tasks to be performed and the Contractor's employees shall be trained to follow these procedures. The Contractor shall implement a verification procedure to assure that all cleaning is accomplished as scheduled.
- I. The Center will maintain a separate contract for pest control. The Contractor shall ensure that the Dietetic Department Director or a supervisory level designee is on duty when service is provided.
- J. The Contractor shall log and monitor the temperature of all refrigerators, freezers, and the dish machine at least three times per day to assure appropriate temperatures are maintained.
- K. The Contractor shall forward all manuals, schedules, and documents indicated to be submitted to the Center's Contract Monitor for approval within two (2) weeks after receipt of the Notice to Proceed from the Contract Monitor unless otherwise specified. Review and approval or requests for changes will be made to Contractor within seven (7) days after materials are received. All requests for changes shall then be performed within one (1) week of notice to the Contractor.

2.3.2.6 Security

- A. Keys will be provided to the Contractor by the Center for all storage and dietetic department areas assigned to the Contractor's use. The only Center personnel to have access to keys to these areas will be the Chief Operating Officer (COO) and the Security Personnel on duty.
- B. Security and key control for all storage and dietetic department areas assigned to the Contractor's use shall be the Contractor's responsibility.
- C. Any loss of keys shall be reported immediately to the Center's Contract Monitor. At the Center's option the Contractor may be charged for replacement keys and/or for lock changes resulting from lost keys.
- D. Duplication of these keys or their possession by unauthorized personnel is a criminal offense. (See Annotated Code of Maryland, Criminal Law Article 7-204).

2.3.2.7 Vehicles

Contractor shall:

- A. Provide all vehicles and drivers required for the performance of this Contract. Insurance, maintenance, service and/or replacement of vehicles shall be the responsibility of the Contractor. Employees of the Contractor may not drive State-owned vehicles.
- B. Utilize parking places, adjacent to the loading dock area, identified exclusively for its use. The entrance to the building for employees of the Contractor is through the main loading dock area. All of the Contractor's employees are expected to utilize this entrance only.

2.3.2.8 Expandable Inventory

- A. The Center and Contractor shall jointly inventory at the commencement of this Contract, all china, flatware, utensils, glassware, and all other equipment and supplies. A signed copy of the inventory shall be provided to both parties. The Center and Contractor shall then mutually agree as to the adequacy of these inventory levels for normal requirements; the Center shall bring below-normal inventories up to the agreed upon operating level at the Center's expense. The Contractor shall be responsible thereafter for making necessary replacements to maintain the agreed upon level. The Contractor shall bring below-normal inventories to the agreed upon operating level at the termination of the contract.
- B. The Contractor shall sign for all other items provided and return them in good condition to the Center at completion of the contract taking into consideration normal wear and tear.

2.3.2.9 Vending Services

Contractor shall not be permitted to install or place vending machines in the facility nor for use within the Center and shall not be part of this Contract.

2.3.3 Quality Assessment and Improvement / Quality Control

The Contractor shall:

- A. Develop a quality assessment and improvement/quality control program for the dietetic department and submit it to the Center's Contract Monitor for review and approval within thirty (30) days of commencement of the Contract. The dietetic department quality assessment and improvement/quality control program will be subject to review and acceptance by the Center's Quality Assessment and Improvement/Quality Control Committee of the Center for inclusion in the Center's overall plan. The program shall be reviewed annually by the Contractor's Dietetic Department Director and Clinical Dietitian (R.D., L.D.N.) with contemplated revisions submitted for review and approval to the Center's Contract Monitor and the Center's Quality Assessment and Improvement Committee. A written report documenting quality assessment and improvement/quality control activities completed during the year shall be submitted to the Center's Contract Monitor annually no less than two (2) weeks prior to the anniversary date of the Contract.

- B. Ensure the focus of the quality assessment and improvement/quality control program will contain the identification and resolution of problems associated with any aspect of dietetic department services. The review and evaluation of identified problems shall include corrective action and plans for restudy.
 - 1. The quality assessment and improvement/quality control program, in addition to assessing and resolving identified problems, shall include annually as a minimum:
 - a. Evaluation of the nutritional adequacy of the menus.
 - b. Evaluation of the tray identification system.
 - c. Evaluation of portion control accuracy.
 - d. Evaluation of tray assembly food temperatures.
 - e. Evaluation of patient/resident tray/cafeteria style service food temperatures.
 - f. Evaluation of completed tray accuracy.
 - g. Evaluation of food palatability.
 - h. Evaluation of compliance with patient/resident food preferences.
 - i. Performance and evaluation of plate waste studies.
 - j. Evaluation of food and supplies, receiving and storage.
 - k. Evaluation of the adequacy of refrigeration, freezer, and dish machine temperatures.
 - l. Evaluation of the effectiveness of overall sanitation program.
 - m. Evaluation of pest control measures.
 - n. Evaluation of Contractor's employees' injuries as defined by Contractor's policies; and
 - o. Evaluation of the preventive maintenance program for dietary equipment.

2.3.4 Dietary Department Staff Management

2.3.4.1 The Contractor shall provide the following in reference to this RFP:

- A. When the Dietetic Department Director is absent beyond two (2) weeks, the Contractor shall provide a replacement; an individual with the same-defined qualifications who is acceptable to the Center. The Contractor's Clinical Dietitian (R.D., L.D.N.) may not be utilized to perform the duties of the dietetic department director.
- B. The Contractor shall provide supervisory employees in sufficient number to ensure that at least one (1) employee of the Contractor with designated supervisory responsibility is on duty whenever the dietetic department is operational. This means that from the time the first food service employee reports for duty in the morning until the last food service employee departs in the evening, there shall be at least one (1) person with supervisory responsibility on duty seven (7) days per week.
- C. Provide job descriptions for all positions to the Center's Contract Monitor for review and approval within two (2) weeks after receipt of the Notice to Proceed from the Contract Monitor. Any changes required shall be made within seven (7) days of notification to the Contractor. The Contractor shall review and revise job

specifications annually no less than two (2) weeks prior to the anniversary date of the Contract and submit them to the Center's Contract Monitor for review and approval.

- D. Develop detailed job descriptions for each employee that identify all assigned tasks and indicate the time each task is to be performed. These shall be submitted to the Center's Contract Monitor within two (2) weeks after receipt of the Notice to Proceed from the Contract Monitor for review and approval. Any changes required shall be made within seven (7) days of notification to the Contractor. The Contractor shall review and revise the job descriptions annually no less than two (2) weeks prior to the anniversary date of the Contract and submit to the Center's Contract Monitor for review and approval.
- E. Prepare employees' time schedule monthly in sufficient time for it to be posted two (2) weeks prior to implementation. It shall include the work hours for all employees of the Contractor. A copy shall be submitted simultaneously to the Center's Contract Monitor.
- F. Submit to the Center's Contract Monitor, no less than two (2) working days prior to the beginning of each month, a schedule for the Dietetic Department Director and Clinical Dietitian(s) (R.D., L.D.N.) indicating their duty days, work hours, vacation days, holidays, and in-service training days. The Center's Contract Monitor shall be notified of any subsequent non-emergency changes to the schedule as soon as they are known.
- G. It shall be the Contractor's responsibility to provide the agreed number of employees regardless of absences due to vacation, illness, labor disputes, strikes, or any other reason.
- H. The Contractor shall be responsible for all personnel timekeeping-related functions.
- I. Supervise its employees at all times that work is in progress to ensure compliance with all requirements of these specifications, and to ensure appropriate procedures are utilized to prohibit injury to the employees, public, and patients/residents, or damage to the physical facilities. The Contractor shall be familiar with and enforce all regulations of Office of Safety and Health Administration (O.S.H.A), Maryland Occupational Safety and Health (MOSH), and any other State or Federal requirements pertaining to fire and safety.
- J. Ensure all dietetic department employees shall attend a general orientation program given by the Center during the first week of employment. Documentation of employees' attendance at the orientation shall be maintained in their personnel files for review by licensure and accreditation surveyors. All employees shall participate in a Departmental orientation conducted by the Contractor during the first week of employment. As appropriate to the employee's level of responsibility, each employee shall receive instruction and demonstrate competence in: fire safety procedures, client and staff courtesy; personal hygiene and infection control; the proper inspection, handling, preparation, serving, and storing of food; HACCP; portion control; comprehending modified diet menus; sanitation procedures; waste disposal; safe operation of equipment; general safety; writing modified diets; giving diet instruction; developing, implementing and following nutritional care protocol; employee supervision; management; etc. Documentation of the

employees' orientation within the Department shall be maintained in their personnel files for review by licensure and accreditation surveyors.

- K. Additionally, as part of the Department orientation, the clinical dietitian shall instruct new employees with respect to the special nutritional requirements of the Center's patient/resident types and shall arrange with the appropriate unit staff for him/her to accompany them to observe a meal at the Center.
- L. Provide monthly in-service training/education programs for all dietetic department employees on all shifts. The Contractor shall develop an annual schedule for these programs. The annual in-service training/education program shall include safety, sanitation, and infection control each year and other subjects as required by licensure and accreditation agencies.
- M. Develop a written plan to provide orientation training for new employees and on-going training for all employees in HACCP procedures and the handling of food if a critical control point is not met due to employee error, equipment malfunction or power failure.
- N. Ensure that a representative from the corporate management staff and a supervising Registered Dietitian of the Contractor will visit the Center at least once per month. Visits are to be coordinated so as to assure that the Center's Contract Monitor is available at the time of the visit(s). A written report of all visits(s) shall be provided to the Contractor's Dietetic Department Director and the Center's Contract Monitor within one (1) week following the visit.
- O. The Dietetic Department Director and the Clinical Dietitian(s) (R.D., L.D.N.) maintain daily performance records (Section 3.2.3.2.i.3.2.2 Nutritional Operational Requirements). This record shall be of specific services performed and is to be summarized and submitted on a quarterly basis to the Center's Contract Monitor.
- P. All dietetic department employees, prior to employment, shall be required to pass a medical examination as specified by Center policy. The Contractor's policy shall minimally be the same as the Center's policy. Medical Certificates shall be maintained in the employee's file at the Center for review by licensure and accreditation surveyors. The Contractor shall comply with any other health testing requirements that are initiated during the term of this contract. The cost of all such testing shall be the sole responsibility of the Contractor.
- Q. All Contractor employees assigned to the Center shall be tested for tuberculosis. The tuberculosis test shall be of a type acceptable for licensure standards or other applicable regulations. The Contractor's policy shall minimally be the same as the Center policy. Each employee shall be certified free of tuberculosis before being assigned to work at the Center. The cost of this test shall be the responsibility of the Contractor.
 - 1. Each employee shall be tested annually and remain tuberculosis-free for full-time employment.
 - 2. The Center shall provide tuberculosis testing or questionnaire for all employees who have been at the Center for one year.
 - 3. If the employee requires additional diagnostic testing to determine if the employee has infectious tuberculosis, the tests shall be conducted at the Contractor's expense.

- R. Offer Hepatitis B vaccinations annually to its employees who will be working at the Center. The cost of the Hepatitis B vaccinations shall be borne by the Contractor. Annually, the Contractor shall provide documentation to the Contract Monitor that this requirement has been met.
- S. Maintain records of all required medical information on each dietetic department employee as required by regulation and law. The Contractor shall also provide this information to the Center's Contract Monitor upon request.
- T. Assign to duty only those employees acceptable to the Center.
- U. The Dietetic Department Director and the Clinical Dietitian shall be approved by the Center's Administration prior to performing services on this contract.
- V. Require all employees to comply with the rules and regulations of the Center.
- W. Develop an organization chart and submit it to the Center's Contract Monitor for Center approval within two (2) weeks after receipt of the Notice to Proceed from the Contract Monitor. The organization chart shall be updated as needed to remain current and will be reviewed annually by the Center's Contract Monitor. A copy of the organization chart will be posted in the Food Service Department in a location accessible to all employees.
- X. Include all personnel policies in the dietetic department policy and procedure manual. The following policies shall be included as a minimum: employment process, orientation procedures, employee classifications, salary scales, employee benefits, performance review procedures, disciplinary process, grievance process, promotions, employee health (including physical, illness, injury), dress code, timekeeping, etc.
- Y. Ensure all employees wear hair restraints when present in food service and/or production areas.
- Z. Provide all of its staff with visible identification tags, which must include photographs. Identification tags shall be worn when in the Center at all times.
- AA. Require all dietetic department employees, except the Dietetic Department Director and the Clinical Dietitian, to wear uniforms. The Contractor shall develop and enforce a dress code. Proposed uniforms will be subject to Center approval. The dress code must be in accordance with State of Maryland Regulations COMAR 10.15.03: Food Service Facilities and policies as included in the department policy and procedure manual. The cost of uniforms and laundering will be the sole responsibility of the Contractor.
- BB. Require all professional employees to follow an appropriate dress code agreed upon mutually by the Contractor and the Contract Monitor to be followed when present in the food service and/or production areas. These requirements shall be identified within the dietetic department's dress code policy and included in the dietetic department policy and procedure manual. The dress code policies and procedures for both professional and non-professional employees shall be submitted to the Center's Contract Monitor for approval within two (2) weeks after receipt of the Notice to Proceed from the Contract Monitor.
- CC. Provide all office equipment necessary to support the food service operations such as computers, calculator, copier, scanner, and fax machine.

2.3.5 Performance Requirements Review

- 2.3.5.1 An on-premises departmental review will be conducted quarterly by the Center's Contract Monitor or designee. At a minimum, participants will include a representative of the Contractor's Corporate Management Staff, the Contractor's Supervising Corporate Dietitian, and the Center's Dietetic Department Director and Clinical Dietitian(s).
- A. The Contract specifications will form the basis of the performance review as a means of quality control and quality assurance to determine the degree of Contractor compliance and level of performance satisfaction.
 - B. For identified areas of non-compliance or unsatisfactory compliance, the Contractor shall submit a plan of correction identifying the time frame for completion to the Contract Monitor within two (2) days of the review for approval. The Center's Contract Monitor will approve or reject the plan within one (1) working day.
 - C. A summary of the quarterly review findings will be documented by the Contract Monitor with a copy forwarded to each participant.
 - D. At any time, when the Contractor's level of performance and/or conditions in any area of their responsibilities is marginal or unacceptable, they will be reviewed by the Center's Contract Monitor with the Contractor's Dietetic Department Director and/or Clinical Dietitian(s), as appropriate.
 - E. The Dietetic Department Director shall submit a plan of correction to the Center's Contract Monitor within two (2) working days from the time an unacceptable condition is reviewed with the Dietetic Department Director and/or Clinical Registered Dietitian(s), indicating corrective action and time frame for completion. The Center's Contract Monitor will approve or reject the plan within one (1) working day.
 - F. Marginal or unacceptable performance and/or conditions will be documented with copies forwarded to the Dietetic Department Director and to the corporate management representative and/or supervising dietitian, as appropriate.
 - G. In the event an unacceptable condition is life-threatening to patients/residents, employees, etc., corrective action, as directed by the Center's Contract Monitor, shall be initiated immediately.
 - H. Continuing failure to satisfactorily respond in the time frames required in accordance with this section, more than one (1) instance of unacceptable conditions that are life-threatening, or more than a total of three (3) situations involving marginal or unacceptable conditions during a twelve (12) month period, shall be considered a material breach of contract and may result in a termination for default of this contract. Termination shall be in addition to, not in lieu of, any additional rights that MDH may have at law or in contract.

2.4 Experience and Personnel

2.4.1 Personnel Experience

The experience identified below is expected and will be evaluated as part of the Technical Proposal (see the Offeror experience, capability and references evaluation

factor from **Section 6.2**). The Contractor shall employ a Dietetic Department Director who will be assigned to be on-site, full-time at the Finan Center.

A. The Dietetic Department Director shall have at least the following qualifications:

1. Experience: Four (4) years' full-time experience in a management position of a dietetic department, full-service menu or similar type food service operation (i.e., hospitals, prisons, schools, cafeterias, etc., during which two (2) years shall have been as Dietetic Department Director.
2. Certification: Certification of the completion of a sanitation course approved by the Allegany County Health Department, with recertification as required.
3. Preferred Education: Possession of a bachelor's degree from a four-year accredited college or university in Dietetics, Foods, Nutrition, Food Service Management, Food Service Administration, Hotel and Restaurant Administration, Hospitality Management, or a similar major with a curriculum that requires the completion of a variety of courses such as quantity food purchasing and food production, menu development, inventory management, food cost control, budgeting, sanitation and nutrition courses required to satisfactorily direct the functions of a complex dietetic department in the provision of quality nutrition care and food services.

B. Clinical Dietitian(s) (R.D., L.D.N.)

1. Education: Possession of a bachelor's degree from a four-year accredited college or university in a Dietetic/ Nutrition- related curriculum.
2. Experience: One (1) year successful full-time experience as a clinical dietitian (R.D). Experience in providing nutrition care to mental health and substance abuse patients/residents served by the Center is preferred.
3. Professional Qualifications: Be a Registered Dietitian with the Commission on Dietetic Registration and be licensed by the State of Maryland Board of Dietetic Practice. Should the Contractor employ a Clinical Dietitian(s) not licensed by the Board of Dietetic Practice for the State of Maryland, the Dietitian(s) shall obtain a license within 90 days of assuming responsibility at the Center. A photocopy of the Contractor's current registration and license shall be maintained by the Contractor in the Department and updated annually for review by licensure and accreditation surveyors.

2.4.2 Preferred Offeror Experience

THIS SECTION IS INAPPLICABLE TO THIS RFP.

2.4.3 Key Personnel Identified

For the Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel and shall be required to meet the qualifications stated in **Section 2.4**.

- A. Dietetic Department Director
- B. Clinical Dietitian(s) (R.D., L.D.N)

2.4.4 Contractor Personnel Experience Equivalency (including Key Personnel submitted in response to this RFP)

- A. A Substitution of Education for Experience: Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A master's degree may be substituted for two years of general and specialized experience for those labor categories requiring a bachelor's degree. Substitution shall be reviewed and approved by the State at its discretion.
- B. Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of the State.

2.4.5 Contractor Personnel Maintain Certifications

Any Contractor Personnel provided under this RFP shall maintain in good standing any required professional certifications for the duration of the Contract.

2.5 Substitution of Personnel

2.5.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.
- C. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

2.5.2 Definitions

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Event** – means any of leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

2.5.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 2.5.4**.

- A. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute has at least qualifications equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - 1. A detailed explanation of the reason(s) for the substitution request.
 - 2. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor.
 - 3. The official resume of the current personnel for comparison purposes; and
 - 4. Evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

2.5.4 Replacement Circumstances

A. Directed Personnel Replacement

- 1. The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, MDH policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **2.5.4.A.2**.
- 2. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 3. Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.

4. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available by law or in equity.
5. If the Contract Monitor determines to direct substitution under **2.5.4.A.1**, if at all possible, at least fifteen (15) days' advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and, in the State's, best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
6. In circumstances of directed removal, the Contractor shall, in accordance with paragraph **2.5.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

To replace any Key Personnel in a circumstance other than as described in **2.5.4.C**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 2.5.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

C. Key Personnel Replacement Due to Sudden Vacancy

1. The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 2.5.4.B**.
2. Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 2.5.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

D. Key Personnel Replacement Due to an Indeterminate Absence

1. If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 2.5.3**.
2. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

2.5.5 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

2.5.6 Successor Transition

2.5.6.1 See Section 3.2 of the RFP for additional Contract transition details and in the event the Contractor is not awarded the contract in a subsequent procurement, the incumbent Contractor must cooperate with the incoming awardee in the following manner:

- A. Mutually take and verify all food, beverages, cleaning, and sanitation supplies and equipment inventories.
- B. Leave premises and equipment in the same condition as when Contract began with the exception of normal wear and tear. This will be verified by an inspection conducted by the Center's Contract Monitor in the presence of the current Contractor's Dietetic Department Director.

2.5.6.2 The Center will make space available to the in-coming Contractor thirty (30) days prior to takeover for job interviews and overall transition planning.

2.6 Supplemental Category of Work Requirements and Responsibilities

2.6.1 See the attached Professional Supplemental associated with this solicitation.

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3 Standard Terms and Conditions

3.1 Contract Initiation Requirements

Once all approvals have been obtained and the Contract is fully executed, the Procurement Officer may schedule a kickoff meeting to be held prior to commencement of Contract performance.

3.2 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor at the end of the contract term or upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner and shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition. Additional instructions regarding transition services may be provided in the event of a Notice of Termination issued by the State.

The Contractor shall cooperate in the orderly transition of services from the Contract awarded under this solicitation to any subsequent contract for similar services. The transition period shall begin ninety (90) days before the Contract end date, or the end date of any final exercised option or contract extension. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.

3.3 Invoicing

Submission of an invoice constitutes the Contractor's verification that the information in the invoice is accurate as of the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) will not be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- A. Contractor name and address;
- B. Remittance address;
- C. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- D. Invoice period (i.e. time period during which services covered by invoice were performed);
- E. Invoice date;
- F. Invoice number;
- G. State assigned Contract number;
- H. State assigned (Blanket) Purchase Order number(s);
- I. Goods or services provided;
- J. Amount due; and
- K. Any additional documentation required by regulation or the Contract.

Invoices that contain both fixed price and labor hour or time and material items shall clearly identify each item as either fixed price, and labor hour, or time and material billing.

The State reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide all required deliverables within the time frame specified in the Contract or otherwise fails to satisfy the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.1 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B** –The Price Form), those items shall be billed in the month following the acceptance of the work by the State.
 1. Finan Center Billing Requirements: The Contractor will submit invoices for Finan Center no later than the 15th of the month following the month in which services were provided. The invoice shall show the current monthly billing amount and a brief description of services provided (e.g. February - ~~xxx~~ patient days @ rate per day). The invoice shall be accompanied by supporting documentation (in a format acceptable to the Center) showing the number of patients/residents served, broken down by cottage for each day of the month. Any variances between the Contractor's reported number of patients/residents served and the agency census as reported by the agency's Medical Records department shall be reconciled to the agency's satisfaction with various in-house forms related to patient movements and meal requests. In any unresolved dispute over number of patients served, the agency census as reported by the agency's Medical Records department shall be the accepted number for billing purposes. The Contractor shall maintain on the Center's premises copies of all supplier's invoices and other documents the agency deems necessary for the Center to audit the Contractor's performance under the terms of the Contract.
 2. Sheppard Pratt Billing Requirements: The invoice for meals at the Sheppard Pratt School shall separately show the number of breakfast & lunch meals and be accompanied by a daily breakdown to be reconciled to the meal count maintained by the School.
 3. Eastern Shore Hospital Center Billing Requirements: The Contractor will submit invoices for Eastern Shore Hospital Center no later than the 15th of the month following the month in which services were provided.

3.3.2 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

MBE liquidated damages are identified in **Exhibit 2 – Contract**.

3.4.2 Liquidated Damages other than MBE

Liquidated damages other than MBE are identified in **Exhibit 2 Contract**.

3.5 Problem Escalation Procedure

No later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier, the Contractor must provide, and thereafter, maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes and must include:

- A. Contact Information
- B. The process for establishing the existence of a problem.
- C. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem.
- D. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP.
- E. Expedited escalation procedures and any circumstances that would trigger expediting them.
- F. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State.
- G. Contact information for people responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- H. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- I. The PEP must be updated within ten (10) Business Days after any change in circumstance which changes the PEP but not less than annually within ten (10) Business Days after the start of each Contract year.

3.6 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.7 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

3.8 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State

Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, **Section 31** “Prompt Pay Requirements” (see **Exhibit 2 - Sample Contract**). Additional information is available on GOSBA’s website at <http://www.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

3.9 Federal Funding Acknowledgement

This Contract does not contain federal funds.

3.10 Conflict of Interest Affidavit and Disclosure

The Offeror shall complete and sign the Conflict-of-Interest Affidavit and Disclosure (**Attachment I**) and submit it with its Proposal.

By submitting a Conflict-of-Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Bid in violation of this provision shall be classified as “not responsible.”

3.11 Non-Disclosure Agreement

3.11.1 Non-Disclosure Agreement (Bidder/Offeror)

Certain confidential information is necessary to disclose to potential Offerors before Offerors can submit their proposals and may be available for potential Offerors to obtain electronically or to review hard copies at a location identified by the Procurement Officer. If such confidential information is identified, Offerors are required to sign a Non-Disclosure Agreement in the form of **Attachment 3 – Non-Disclosure Agreement (Bidder/Offeror)** prior to the confidential information being provided by the Procurement Officer.

3.11.2 Non-Disclosure Agreement (Contractor)

This solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment S**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

3.12 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Bidders should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations website for Maryland Healthy Working Families Act Information: <https://dllr.state.md.us/paidleave/>.

3.13 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

[Maryland's State Finance & Procurement Article §14-410](#) defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose." Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.14 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

- 3.14.1 The following type(s) of insurance and minimum amount(s) of coverage are required:
- A. Commercial General Liability - One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars (\$3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 - B. Errors and Omissions/Professional Liability - One million dollars (\$1,000,000) per combined single limit per claim and three million dollars (\$3,000,000) annual aggregate.
 - C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of one million dollars (\$1,000,000) per loss, and a minimum single loss retention not to exceed ten thousand dollars (\$10,000), with the State of Maryland listed as a "loss payee."
 - D. Cyber Security / Data Breach Insurance – Five million dollars (\$5,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State's claimants or employers is processed or stored.
 - E. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
 - F. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less

than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

- 3.14.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.14.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are canceled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.14.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.14.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.14.6 Subcontractor Insurance

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.15 Non-Compete Clause Prohibition

The State of Maryland seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of **Section 2.4 Experience and Personnel** working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

3.16 Corrective Action Plan (CAP)

- A. MDH may issue a request for a CAP to address Contractor performance issues for any Contractor requirements as described in the RFP. If the Contract is not satisfactorily performed, in the determination of the Contract Monitor, the Contractor shall submit a CAP upon request, describing all actions it will take to ensure that the impacted requirements will be satisfied thereafter. This CAP must be submitted to the Contract Monitor for approval within five (5) days of the Contract Monitor's written request identifying such deficiencies.
- B. The Contractor shall include the following in the CAP:

1. Background information;
 2. Problem definition statement;
 3. Findings and root cause description;
 4. Corrective actions; and
 5. Corrective action implementation dates
- C. If the Contract Monitor is not satisfied that the Contractor's proposed CAP will prevent a recurrence of the deficiency(ies), the Contract Monitor will notify the Contractor and require a revised CAP. The revised CAP must be submitted to the Contract Monitor within three (3) days of the Contract Monitor's rejection of the previous CAP.

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4 Proposal Submission Information and Instructions

4.1 eMaryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. The RFP, Pre-Proposal Conference (Conference) summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.

To receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process and then follow the prompts.

4.2 Electronic Means

The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:

- A. Submission of Bond documents determined by the State to require original signatures; or
- B. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

Any e-mail transmission is only authorized to the email addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

"Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

4.3 Pre-Proposal Conference

If a Conference will be held, the date, time, and location is indicated on the **Key Information Summary Sheet**. Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE participating goal, failure to attend the Conference will be taken into consideration as part of the evaluation of an offeror's good faith efforts if there is a waiver request.

It is highly recommended that all Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the RFP requirements and the socio-economic goals for this solicitation.

MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.

In order to assure adequate accommodations at the Conference, please email the completed **Attachment 2** for those expected to attend the Conference to the Procurement Officer no later than the time and date indicated on the **Key Information Summary Sheet**. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. Reasonable effort will be made to provide such special accommodation.

If the Conference is in person, attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

4.4 Questions

All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title for this RFP, must be submitted in writing via e-mail or eMMA to the Procurement Officer no later than the date and time specified in the **Key Information Summary Sheet**. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

- 4.4.1 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMMA.
- 4.4.2 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the State unless it issues an amendment to the solicitation in writing.

4.5 Proposal Due (Closing) Date and Time

Proposals must be received by the Procurement Officer no later than the Proposal due date and time indicated on the **Key Information Summary Sheet** to be considered. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after that date will not be considered. Requests for extension of this date or time shall not be granted.

For Proposals accepted via email, the time stamp to indicate receipt of the Proposal by the State is the posted date and time in the Procurement Officer's email inbox.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the **Key Information Summary Sheet** for receipt of Proposals.

Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

Potential Offerors not responding to this solicitation are requested to submit the "No Bid/Proposal Notice/Vendor Feedback" form **Attachment 1**, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror's Proposal to meet the requirements of this RFP.

4.7 Public Information Act Notice

The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.3.2. Table A, Tab B** "Claim of Confidentiality"). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.8 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.9 Duration of Proposals

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.10 Revisions to the RFP

- 4.10.1 All revisions to the RFP before the due date for Proposals will be published in an addendum to the RFP and posted on eMMA and reasonable effort will be made to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It is the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.10.2 Offerors shall acknowledge receipt of all addenda to this RFP issued before the Proposal due date in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.10.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.10.4 Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.10.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.11 Cancellations

- 4.11.1 This RFP may be cancelled as provided in COMAR 21.06.02.02.
- 4.11.2 The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.11.3 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.11.4 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).

- 4.11.5 If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.12 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.13 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.14 Offeror Responsibilities

- 4.14.1 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) remain responsible for Contract performance regardless of subcontractor participation in the work. Offerors must be able to provide all goods and services and meet all of the requirements requested.
- 4.14.2 If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified using Attachment D or Attachment E as appropriate. Guidance for completing the Attachments is provided in the appropriate Appendix or Appendices to this RFP (see “Appendix 4 - MBE Participation Goal” and “Appendix 5 - VSBE Participation Goal”).
- 4.14.3 If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror’s Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.14.4 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror’s experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent’s participation as determined by the State.

4.15 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Exhibit 2 – Sample Contract**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration**

when evaluating the Offeror's Proposal. The State reserves the right to accept or reject any exceptions.

4.16 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.17 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at 123 Market Place Baltimore, MD 21202. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.18 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

In connection with a procurement contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device;
- B. Make a false or fraudulent statement or representation of a material fact; or
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

5 5. Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

A. Volume I – Technical Proposal

- i. Technical Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.

Volume II – Financial Proposal

- i. Financial Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.

5.2 Proposal Delivery and Packaging

- 5.2.1 Proposals delivered by courier, postal service, facsimile, or email shall not be considered.
- 5.2.2 Pricing information shall not be included in the Technical Proposal. Pricing information shall not be included on the media submitted in the Technical Proposal.
- 5.2.3 Proposals shall only be accepted via the State’s internet-based electronic procurement system, eMMA.
- 5.2.4 The Procurement Officer must receive all electronic Proposal materials by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
- 5.2.5 Offerors shall provide their Proposals in two separate envelopes through eMMA following the Quick Reference Guides (QRG) labeled “5 - eMMA QRG Responding to Solicitations (RFP)” for double envelope submissions.
- 5.2.6 Two Part (Double Envelope) Submission:
 - A. Technical Proposal consisting of:
 1. Technical Proposal in searchable Adobe PDF format, and
 2. a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.7**), and
 - B. Financial Proposal consisting of:
 1. Financial Proposal entered into the price form spreadsheet within eMMA and all supporting material in PDF format,
 2. Financial Proposal in searchable Adobe PDF format,
 3. a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.7**).

5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Only include pricing information in the Financial Proposal (Volume II).

- 5.3.1 In addition to the instructions below, responses in the Offeror's Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section 2.2.1 Response . . . ; "Section 2.2.2 Response . . ."). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").
- 5.3.2 Attachments, Documents, and Information Required with the Technical Proposal (Table A)

The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a **TAB** as detailed below:

Attachments A through E = Proposal will be rejected if the required Attachment is not submitted or is inaccurate or incomplete.

Attachments F through R = Proposal may be rejected if the required Attachment is not submitted or is inaccurate or incomplete.

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab A		Title Page and Table of Contents The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.
Tab B		Claim of Confidentiality (If Applicable) Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 4.7 "Public Information Act Notice"). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included. Otherwise, note under TAB B - "Not applicable".
Tab C	F	Bidder/Offeror Information Sheet

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Officer-Information-Sheet.pdf
Tab D		Executive Summary & Acknowledgement of all addenda to this RFP. The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary. In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see Section 4.16 “Offeror Responsibilities”). The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Exhibit 2), or any other exhibits, appendices, supplementals, or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. Exceptions to terms and conditions, including requirements, may result in having the Proposal determined to be unacceptable or classified as not reasonably susceptible of being selected for award or the Offeror determined to be not responsible.
Tab E		Minimum Qualifications The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP Section 1. If references are required in RFP Section 1, those references shall be included in Attachment L.
Tab F		Offeror Technical Response to RFP Requirements and Proposed Work Plan The Offeror shall address each RFP requirement (RFP Section 2) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in Section 2 in order and shall contain a cross reference to the requirement.
		The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP Section 2, Contractor Requirements: Scope of Work . The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan. The Work Plan shall include Sample Documents as defined in Section 6.2.2, Technical Proposal Criteria.
		Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal.
		The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in Section 3.5 .
		Non-Compete Clause Prohibition – To evidence compliance with the non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.
		Other information as requested for Tab F in the Supplemental .

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab G		Experience and Qualifications of Proposed Staff The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in Section 2.4. Specifically, the Offeror shall:
		Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
		Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
		Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). If proposed personnel are included, offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 2.5.5).
		Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
		If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.
Tab H		Offeror Qualifications and Capabilities The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in Section 2.4.1. The Offeror

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		shall describe how its organization can meet the requirements of this RFP and shall also include the following information: • The number of years the Offeror has provided the similar goods and services; • The number of clients/customers and geographic locations that the Offeror currently serves; • The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract; • The Offeror's process for resolving billing errors; and • An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.
Tab I	L	Reference Checks (Each reference shall be from a customer for whom the Bidder has provided goods or services within the most recent past five years)
Tab J	M	List of Current or Prior State Contracts
Tab K		Financial Capability. (Submit under TAB K) The Offeror must include in its Bid a commonly-accepted method to prove its fiscal integrity. If available, the Bidder <u>shall include</u> Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred). In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response: • Dun & Bradstreet Number and Rating; • Standard and Poor's Rating; • Lines of credit; • Evidence of a successful financial track record; and

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		Evidence of adequate working capital.
Tab L		Certificate of Insurance The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. (The current insurance types and limits do not have to be the same as described in Section 3.14, but would be the required insurance certificate submission for the apparent awardee.)
Tab M	P	<u>Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract</u> The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.
Tab N	N	Legal Action Summary This summary shall include: - A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action; - A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years; - A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and - In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab O		Not Applicable
Tab P	A	Bid/Proposal Affidavit A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit. https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf
	C	Not Applicable
	D	MBE Forms D-1A https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.
	E	Not Applicable
Tab Q	G	Maryland Living Wage Requirements Affidavit of Agreement (for Services and Facilities Maintenance Contracts - See Appendix 6 for Details) https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-G.-Maryland-Living-Wage-Requirements-Affidavit-of-Agreement.pdf
	H	Not Applicable
	I	Conflict of Interest Affidavit and Disclosure https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf <i>Note: If this solicitation will result in the “selection of a contractor who will assist a unit in the formation, evaluation,</i>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		<i>selection, award, or execution of another State contract” the Bidder shall provide this Affidavit and other times as requested by the Procurement Officer.</i>
	J	Not Applicable
	K	Location of the Performance of Services Disclosure https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-K.-Location-of-the-Performance-of-Services-Disclosure.pdf
	O	Payment of Employee Healthcare Expenses Certification https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf
	Q	Labor Resume Form <i>(See Specific Document Provided by Procurement Officer)</i>
	R	Corporate Diversity Addendum https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-R.-Corporate-Diversity-Addendum.pdf This addendum is required to be submitted with a BID or PROPOSAL when the contract award is estimated to be <u>\$1,000,000 or more.</u> <i>Note: This document is for data collection only.</i>

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5.4 Volume II – Financial Proposal

TABLE A (Continued) - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Financial Proposal submitted separately from Technical Proposal	B	The Price Form (as specified within eMMA) <u>Do not alter this Price Form</u> or leave blank any items on the Price Form or include additional clarifying or contingent language on or attached to the Price Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the State. The Price Form must be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Price Form. (See Appendix 2 for specific Price Form Instructions.)

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6 Evaluation and Selection Process

6.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

6.2.1 Offeror's Technical Response to Requirements and Work Plan

The State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that address and demonstrate an understanding of the work requirements and include plans to meet or exceed them.

1. Any programs, and/or systems that the Offeror currently has available for implementation at the Centers that may enhance the overall dietary service to the patients at the Center.
2. Ability of Offeror to plan and organize an efficient Dietetic Department.
3. Evidence of sufficient management resources to provide the proper corporate oversight of the Contractor's operation.

6.2.2 Sample Documents

The extent to which the samples submitted are responsive to the specific administrative, regulatory and reporting requirements of the Center. At a minimum, the following sample item will be considered:

- A. Dietetic department policy and procedures manual "table of contents."
- B. The sample policies and procedures from the policy and procedures manual: quality assurance and improvement, quality control, clinical nutrition care protocol, purchasing and safety.
- C. Two (2) week menus, and three (3)-day emergency menus.
- D. Standardized recipes in HACCP format, which include nutritional analysis.
- E. Training and education policy with corresponding outline of an annual in-service training plan.
- F. Daily, monthly and quarterly cleaning schedule, and a sample "table of contents" for sanitation program manual and detailed sanitation procedures.

- 6.2.3 **Experience and Qualifications of Proposed Staff**
- 6.2.4 **Offeror Qualifications and Capabilities, including proposed subcontractors**

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest price (most advantageous) to the highest price (least advantageous) based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on Attachment B - The Price Form.

6.4 Reciprocal Preference

- 6.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:
 - A. The Maryland resident business is a responsible Offeror;
 - B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
 - C. The other state gives a preference to its resident businesses through law, policy, or practice; and
 - D. The preference does not conflict with a federal law or grant affecting the procurement Contract.
- 6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.5.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is an MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and

subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal.

- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
Offerors may only perform limited substitutions of proposed personnel as allowed in Section 2.5 (Substitution of Personnel).

6.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award RFP Attachments (Table B)

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in **TABLE B - Documents Required upon Notice of Recommendation for Contract Award** below.

TABLE B - Documents Required upon Notice of Recommendation for Contract Award	
Attachment	Attachment Name
D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.

E	N/A
S	Non-Disclosure Agreement (Contractor) https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-S.-Non-Disclosure-Agreement-Contractor.pdf
T	HIPAA Business Associate Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-T.-HIPAA-Business-Associate-Agreement.pdf
U	Contract Affidavit https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf
V	DHS Hiring Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-V.-DHS-Hiring-Agreement.pdf
W	N/A
X	N/A
Y	N/A

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7 RFP Appendices and Exhibits

The Appendices and Exhibits listed below in Tables C and D are reference documents needed to assist the offerors in preparing their proposals in response to this solicitation. If a specific Appendix or Exhibit is not required for this solicitation, it is listed in the tables as “Not applicable” or “N/A”.

7.1 Appendices (Table C)

TABLE C – APPENDICES	
Appendix #	Appendix Name
1	Abbreviations and Definitions
2	Price Form Instructions
3	N/A
4	MBE Participation Goal
5	N/A
6	Living Wage Requirements
7	N/A
8	N/A
9	N/A
10	Thomas B. Finan Center Statistical Data
11	Maryland Green Purchasing Reporting

12	Certified Farm and Fish Program
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7.2 Exhibits (Table D)

TABLE D – Exhibits	
Exhibit #	Exhibit Name
1	MBE, VSBE, and SBR Research Factors Template
2	Sample Contract
3	N/A