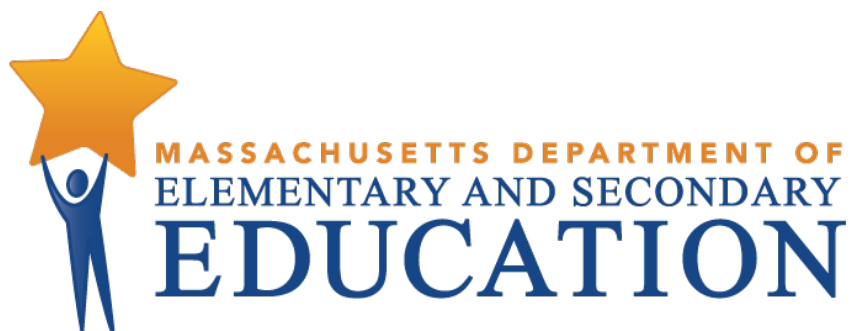


Child and Adult Care Food Program (CACFP) Invitation for Bid (IFB) and Vendor Contract Packet

**For non-government Institutions entering into contracts with an annual value over
\$250,000**



**Child and Adult Care Food Program (CACFP)
Public Announcement of Invitation For Bid**

Metro North YMCA

Attention: Vended Meals Companies

The above institution is soliciting invitations for bid for vended meals to their Child and Adult Care Food Program (CACFP) program site(s). The Vendor would provide meal services according to United States Department of Agriculture (USDA) regulations and guidelines as well as Massachusetts Department of Elementary and Secondary Education, Office for Food and Nutrition Programs policies and guidelines.

Vendors and/or their representatives may submit bids to:

Name of Institution: **Metro North YMCA**

Institution's mailing address: **C/O Demakes Family YMCA 40 Neptune Blvd., Lynn, Ma 01902**

ATTN: CACFP Bid

A bid packet will be available by email at Gail.Klimas@gmail.com to all potential bidders by **9/29/2023**.

Potential bidders should email questions to **Gail Klimas at Gail.Klimas@gmail.com**. The institution will email its response to these questions by **October 9, 2023**. All questions will be answered in writing only and sent to everyone by **10/9/2023**.

All bids must be submitted no later than **10/13/2023 @ 9:00 AM**.

All bids are subject to review by the Massachusetts Department of Elementary and Secondary Education, Office for Food and Nutrition Programs, 75 Pleasant Street, Malden, MA 02148.

The public bid opening will be on **Friday, October 13 @ 10:00 AM @ the YMCA @ 40 Neptune Blvd. Lynn, MA 01902**

This institution is an equal opportunity provider.

August 2023

I. Solicitation: Meal service site specifications

See [Section XI: Directions for Interested Vendors](#) for instructions and guidance on completing this section.

The **Metro North YMCA** participates in the Child and Adult Care Food Program (CACFP), a federal reimbursement program for family day care, child care, and adult day health providers to supplement their costs associated with providing nutritious meals and snacks to participants.

The **Metro North YMCA** is requesting proposals from qualified outside food vendors to provide meals/snacks under the CACFP to the program site(s)* at: **(See attached Sites) and additional sites if services are expanded.**

Name & Address of Site	Day(s) of the week	Meal types and estimated quantity	Time for Each Meal(s)
1. YMCA Licensed OST 20 Neptune Blvd. Lynn, MA 01902	M,T,W,TH,F	<input type="checkbox"/> Breakfast #: _____ <input type="checkbox"/> AM snack #: _____ <input checked="" type="checkbox"/> Lunch #: <u>200</u> <input checked="" type="checkbox"/> Supper #: <u>150</u> <input checked="" type="checkbox"/> PM snack #: <u>150</u>	Noon-school vacations 4:15 PM 1:45 PM
2. YMCA Youth/Teens Drop In 20 Neptune Blvd. Lynn, MA 01902	M,T,W,TH,F	<input type="checkbox"/> Breakfast #: _____ <input type="checkbox"/> AM snack #: _____ <input type="checkbox"/> Lunch #: _____ <input checked="" type="checkbox"/> Supper #: <u>150</u> <input checked="" type="checkbox"/> PM snack #: <u>150</u>	5:00 PM 3:00 PM
3.		<input type="checkbox"/> Breakfast #: _____ <input type="checkbox"/> AM snack #: _____ <input type="checkbox"/> Lunch #: _____ <input type="checkbox"/> Supper #: _____ <input type="checkbox"/> PM snack #: _____	
4.		<input type="checkbox"/> Breakfast #: _____ <input type="checkbox"/> AM snack #: _____ <input type="checkbox"/> Lunch #: _____ <input type="checkbox"/> Supper #: _____ <input type="checkbox"/> PM snack #: _____	
5.		<input type="checkbox"/> Breakfast #: _____ <input type="checkbox"/> AM snack #: _____ <input type="checkbox"/> Lunch #: _____ <input type="checkbox"/> Supper #: _____ <input type="checkbox"/> PM snack #: _____	

**For sponsors with more than 5 sites, please add additional rows to this table.*

The institution will notify the bidder of all sites that have been approved, canceled, or terminated subsequent to the submission of the initial approved site list and any changes in the approved meals.

Metro North YMCA focus's on youth development, healthy living and social responsibility. As one of the community's leading nonprofits, we are dedicated to nurturing the potential of every child and teen, improving our community's health and well-being.

II. Scope of Contract:

See [Section XII: Meal Service Contract Requirements and Specifications](#) for full contract criteria and requirements.

The contract period will run **10/16/23** through to **9/30/24** with the option to renew.

These meals/snacks will be:

Delivered by vendor at to locations identified in Meal Service Site Specifications table (attached)

Picked up by institution at [SPECIFY TIME]

*No payments will be made for deliveries made later than 30 minutes after the specified mealtime.

Institutions will order meals on Wednesdays by 11:00 AM preceding the week of delivery. The institution will request menus and meal count adjustments 24 hours prior to meal(s) preparation and delivery.

All meals and snacks provided by the bidder will meet State and Federal requirements for food safety including ensuring appropriate meal temperatures are maintained, adhere to the CACFP meal pattern, and adhere to any additional State policies regarding meal service.

The Institution will indicate if the vendor or institution should supply. The Vendor must certify if they can meet the institution's specifications by checking the Vendor Certification box.

Specification	Vendor Supplies	Institution Supplies	Vendor Certification
Skim or 1% milk for ages 2 and older*	x		<input type="checkbox"/>
Whole, unflavored milk for ages 12-23 months	x		<input type="checkbox"/>
Nutritional equivalent milk for those who request/require	x		<input type="checkbox"/>
Hot holding equipment		x	<input type="checkbox"/>
Serving utensils	x		<input type="checkbox"/>
Eating Utensils	x		<input type="checkbox"/>
Condiments	x		<input type="checkbox"/>
Paper goods	x		<input type="checkbox"/>

*Flavored milk is only permitted for children ages 6 and up

III. Additional requested criteria:

Institutions are encouraged to determine any specific requirements for meal services to best suit the needs of their participants. This is the only opportunity to provide bidders with requirements and requests as they are not permitted to respond to aspects outside of IFB. Below is a sample list; can be edited as needed to meet the needs of the institution

The bidder certifies that they are familiar with the CACFP and can meet the additional criteria as requested by the institution. These additional criteria are:

- Unitized meals required**
- Source produce from local farms and/or producers**
- Provide a fresh fruit or vegetable with every meal**
- Emphasize fresh and whole ingredients—no overly processed, fried, or microwaved meals**
- Can ensure consistent quality of food and beverages delivered through transport processes and equipment**
- Provide hot meals**
- Meet allergy or other food preference requirements (e.g., religious or cultural requirements)**

Meals provided by the bidder will meet or exceed the [CACFP Meal Pattern requirements](#), as well as policy memos issued by DESE FNP and USDA.

In this bid packet, the Institution has provided a sample 3-week menu of meals for the vendor to consider when establishing a unit price. Once the contract is awarded, the vendor will provide menus to the institution for review and approval. Menus must be set at least **30 days** before the meal service to ensure time for review and comment by the institution.

IV. Menu Cycle (Minimum of Twenty-One Days)

See attached

V. Unit Price Schedule:

Vendors are asked to submit prices on the following meal types meeting the contract specifications in the estimated range of quantities to be delivered to approved sites. Vendor should review the template menu cycle provided in Section IV to understand the types of food desired by the Institution. This unit price should be reflective on vendor invoices if the contract is awarded. See [Section XIII: Unit Price Schedule Instructions](#) for additional guidance.

Institutions must consider the TOTAL number of meals, by type, across all sites, based on the values put in the table in Section I.

To estimate the number of annual serving days, based on days per week a site operates:

- *5 days/week x 52 weeks per year= 260 days*
 - o *Sponsors can subtract program closures including holidays and vacation periods from this number. This number should be inclusive of total potential number of days the program could operate.*

TO BE COMPLETED BY INSTITUTION			TO BE COMPLETED BY VENDOR	
A Meal Type	B Estimated # of daily meals for all sites, by type	C Estimated # of <u>Annual</u> Serving Days*	D Unit Price	E Total Price (= B x C x D)
Item 1: Breakfast				
Item 2: AM Snack				
Item 3: Lunch	200 (during school vacation weeks)	15 days		
Item 4: PM Snack	300	260 days		
Item 5: Supper	300 (150 during school vacation weeks)	260 days		
Item 6: Evening snack				
Item 7: Specialty meals				
TOTAL estimated value of this contract				

The institution will not pay the respondent for meals delivered outside of the agreed upon delivery time, that do not meet sanitation and safety requirements (including food temperatures), that are not included in the bid specifications, and/or that do not meet the CACFP meal pattern requirements.

The vendor, in carrying out the provisions of this Agreement, will invoice the institution detailing the total number of meals and snacks supplied, by type, and the total charge.

VI. Vendor Requirements

By submitting this bid, the vendor agrees to operate in accordance with [CACFP regulations 7 CFR 226](#). This includes, but is not limited to, the following requirements for the vendor:

- The food preparation facility is adequate to prepare the required number of meals and snacks
- If required, transport food to institution and have adequate supplies to maintain required temperatures to ensure food safety in accordance with local Board of Health requirements
- Assume liability for any spoiled or unwholesome meals found at the time of or that do not meet meal pattern requirements delivery/pick up
- Pick up, if utilized, food transport carts from the previous day's delivery at the time of the current day's delivery.
- Has a current federal, state, and/or local health license/permit
- Adheres to the Federal, State and local health and sanitation requirements
- Will allow the State agency and the sponsor on-site at the food preparation facility
- Will provide meals/snacks in accordance with the current CACFP Meal Pattern
- Will provide all the following documentation to the institution, either prior to the time of delivery or pick-up:
 - Dated menus for all meals/snacks.
 - Menus must specify:

- Type of milk per age: fat content & non-flavored/flavored
 - Foods that are whole grain or whole grain-rich
- Product Information (Package, picture, or a copy of product package with name of item, Nutrition Facts Label and Ingredients) for the following items (if served):
 - Breakfast Cereal
 - Yogurt
 - Whole Grain or Whole Grain-Rich Foods
 - Deli meats
 - Processed foods
- Quantity Document(s) that include:
 - (1) The number of meals provided/delivered
 - (2) All foods provided to meet the required meal components of each meal
 - (3) Serving size information for each food item
 - (4) The total quantities of all foods (optional unless requested by Institution).
 - This Information must be on at least one of the following forms:
 - Production records
 - Daily delivery slip records
- Documentation for combination foods that will be served (Combination foods are those that contain more than one food component (e.g. meat & grain))
- Descriptions of menu items included that may not clearly be identified (e.g., taco bowls, casserole, stir fry)
- Child Nutrition (CN) Labels or Product Formulation Statements for commercially prepared items (e.g. chicken nuggets, fish sticks, ravioli, meatballs)
- Standardized Recipes for in-house prepared dishes (e.g. chicken noodle casserole)
- Present the institution with an itemized invoice within ten working days following the end of the month for the previous month's deliveries.
 - The vendor will not subcontract for the total meal, with or without milk, or for the assembly of the meal per 7 CFR 226.21(e).
- The vendor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the

Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA.

Vendor Certifications:

VII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions: Facility to obtain from any potential vendor or existing contractor for all contracts in excess of \$25,000. This form is required each time a bid for goods/services over \$25,000 is solicited or when renewing/extending an existing contract exceeding \$25,000 per year.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

Before Completing Certification, Read Instructions Below

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Potential Vendor or Existing Contractor (Lower Tier Participant):

<i>Vendor Name</i>	<u>Child and Adult Care Food Program</u> <i>PR/Award Number or Project</i>		
Vendor Representative Printed Name	Title	Signature	Date

DO NOT SUBMIT THIS FORM. FACILITY TO RETAIN WITH THE APPLICABLE VENDOR AGREEMENT.
Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

Bidder Certifications:

VIII. Certification of Independent Price Determination

- A. By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:
1. The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other or to any competitor;
 3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.
- B. Each person signing this bid certifies that:
1. They are the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that they have not participated, will not participate, in any action contrary to (A)1. through (A)3. above; or
 2. They are not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)1. through (A)3. above, and as their agent does hereby so certify and they have not participated, and will not participate, in any action contrary to (A)1. through (A)3. above.

Signature of bidder's authorized representative.

Title

Date

The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

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

Bidder Certifications:

IX. Disclosure of ownership and relationship between Vendor and Institution

To be considered eligible to receive funds through the CACFP, Institutions are required to disclose all individuals with ownership in the organization. To ensure transparency with the use of Federal funds, vendors must also identify all individuals with ownership in the organization, including financial stakeholders. This disclosure is not required if the vendor is a publicly-owned entity, such as a local school district.

Please complete the table below. If additional rows are required, please attach additional documentation.

List of bidder's owner(s):

Name of Individual	Role in the Organization (owner, stakeholder, etc.)

Institutions must account for all costs of operation through the consistent use of U.S. Generally Accepted Accounting Principles (U.S. GAAP). Some of these costs will be allowable operating or administrative costs of the Program while others will be unallowable. These unallowable costs may be necessary and reasonable for operation of the institution but may not be allowed as Program costs. Only allowable costs may be charged to the CACFP nonprofit food service account. The failure of the institution to identify related party transactions, less-than-arms-length transactions, and ownership interests in equipment, supplies, vehicles and facilities or disclose any other information to the State agency that inhibits the State agency's ability to make an informed assessment of the allowability of a particular cost will result in the disallowance of the cost. It may further subject the institution, its principals, employees, consultants or others to the administrative and legal remedies available to the State agency and FNS.

FNPs requires institutions to identify related party transactions, less-than-arms-length transactions, ownership interest in equipment, supplies, vehicles and facilities or disclose any other information that may be relevant.

<i>Example: Owner of vending company (NAME) is related to owner of CACFP institution (NAME, RELATIONSHIP)</i>
1)
2)
3)
4)
5)

There are no relationships between the bidder and the institution to disclose (please check if applicable).

Bidder: Signature of authorized representative

Print Name

X. Contract Summary Sheet and Bid Acceptance

This document contains an Invitation for Bid for the furnishing of meals to be served to children and adults participating in the Child and Adult Care Food Program established by the United States Department of Agriculture (7 CFR Part 226) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the signed contract between the bidder and the institution, named below.

Issued by (Institution):

Name:	Bid Number:	Page 1 of:
Address:	Bid Issue Date:	Bid opening:
City, State, Zip:		Date:
Telephone number:		Time:
Fax Number:		Location:

Responded by (Vendor):

Name:	Signature:
Address:	Print or Type Name:
City, State, Zip:	Title:
Telephone number:	Date:
Fax Number:	

Acceptance: To be completed if bid is accepted

Contract Number:	Date:
Institution Name:	Institution Signature*:
	Title:
Vendor Name:	Vendor Representative Signature:

*Superintendent/Executive Director/CEO/Owner

Note: By Submission of this bid, the vendor certifies that, in the event they receive an award under this solicitation, they shall operate in accordance with all applicable, current program regulations.

The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

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

XI. Directions for Interested Vendors

Interested vendors should review all parts of the IFB and Vended Meals Contract before submitting a bid to the institution. All bids must be received by the institution by the date and time specified in the Solicitation to be considered for the contract.

1. Review the IFB Specifications and Vended Meals Contract Documents to determine if your organization understands and can meet the bid specifications (Section III)

It is important that the respondent respond to the IFB accurately and completely. Respondents that attempt to modify any provision of the IFB, or otherwise fail to comply with all IFB requirements, will be considered "non-responsive" and ineligible for contract award. For more information, State agencies should refer to procurement standards found in 7 CFR 226.26 and 2 CFR Part 200.317-326 where requirements for such solicitations are explained.

Failure to comply with any of the above shall be reason for rejection of the bid.

2. **Explanation to Vendors**
Any explanation desired by a vendor regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all vendors before bid opening. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective vendor concerning the IFB shall be furnished to all prospective vendors as an amendment to the IFB if such information is necessary to vendors in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.
3. **Acknowledgment of Amendments to IFBs**
Receipt of an amendment to an IFB by a vendor must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.
4. **Discounts**
Prompt payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating bids for awards. However, offered discounts of less than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids. (Note: Payment discounts may only be used to determine the low bid when prior experience of the institution indicates that such discounts are generally taken).
5. **Availability of Funds**
The Institution shall have the option to cancel this contract if the Federal Government withdraws funds to support the Child and Adult Care Food Program. It is further understood that, in the event of cancellation of the contract, the Institution shall be responsible for meals that have already been assembled and delivered in accordance with this contract.
6. **Bidders having Interest in More than one Bid**
If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.
7. **Disclosures**
If bidders have a relationship with any relevant party of the institution, including executive directors, program directors, or otherwise, they must disclose this relationship as part of the bid in Section IX. Disclosure of ownership and relationship between Vendor and Institution. Failure to disclose a relationship may result in the rejection of the bid.
8. **Time for Receiving Bids**
Sealed bids shall be deposited at the address specified on the IFB of the Institution no later than the exact time and date in on the face of this IFB. Bids received prior to the time of opening will be securely kept unopened.

9. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specification before submitting bids; failure to do so shall be at the bidder's own risk and he cannot secure relief on the plea of error.

10. Award of Contract

The contract will be awarded to the lowest price, responsive and responsible bidder. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

The Institution reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in bids received.

The Institution reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.

11. Late Bids, or Withdrawals of Bids

Any bid received after the exact time specified for receipt will not be considered.

Any withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids in writing is authorized.

12. Subcontract and Assignments

The contractor shall not subcontract for the total meal, with or without milk or for the assembly of the meal; and shall not assign without the advance written consent of the Institution, his contract or any interest herein.

13. In the event of any assignment, the contractor shall remain liable to the Institution as principal for the performance of all his obligation under this contract.

General Provisions

1. Equal Opportunities

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The following clause is applicable unless this contract is exempt under the rules, regulations and relevant Orders of the Secretary of Labor [41 CFR ch.60]

The Vendor shall comply with Title VI of the Civil Rights Acts of 1964, as amended, USDA regulations implementing Title IX of the Education Amendment, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments.

2. Clean Air and Water Certification

If this Contract is in excess of \$100,000 the Sponsor and FSMC shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857), or the Federal Water Pollution Control Act (33 USC 1369), as amended.

3. Energy Policy and Conservation Act (P.L. 94-163)

Institutions shall insert mandatory standards and policies relating to energy efficiency which are contained in the State energy efficiency conservation plan issues in compliance with P.L. 94-163.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Please see the [Federal Contract Provisions](#), for additional information.

XII. Meal Service Contract Requirements and Specifications

1. Delivery Requirements (if applicable)

- (a) Delivery shall be made by the vendor to each site in accordance with the order from the Institution.
- (b) Meals shall be delivered daily, unloaded and placed in the designated site by the vendor's personnel at each of the locations and times listed in Meal Service Site Specifications.
- (c) The vendor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with local and State and Federal health requirements.
- (d) The Institution reserves the right to add or delete sites. This shall be done by amendment of Meal Service Site Specifications. Deletion or addition of a State-agency approved site will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting a site shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that site.

2. Supervision and Inspections

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging in addition to the quality of products.

3. Recordkeeping

- (a) Delivery tickets must be prepared by the vendor at a minimum in three copies: one for the vendor, one for the site personnel and one for the Institution. Delivery tickets must be itemized to show the number of meals of each type delivered to each site and the temperature of the meals (including milk) at delivery. Designees of the Institution at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Institution only if signed by the Institution's designee at the site.
- (b) The vendor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.
- (c) The books and records of the vendor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claims for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State agency, representatives of the U.S. Department of Agriculture, the Institution and the Comptroller General of the United States at any reasonable time and place.

4. Inspection of Facility

- (a) The Institution, the State agency and the U.S. Department of Agriculture reserve the right to inspect the vendor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- (b) The vendor's facilities shall be subject to periodic inspections by USDA, State and local health departments or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with U.S. Department of Agriculture regulations.
- (c) The vendor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.
- (d) Note: Vendors are required to have State or local health permit/license for the facilities in which they propose to prepare meals for use in the CACFP and must ensure that State and local health and sanitation requirements

are met at all times. Vendors also must ensure that meals are inspected periodically as required under Program regulations

5. Number of Meal and Delivery Times

The vendor must provide exactly the number of meals ordered and at an agreed-upon delivery time. Counts of meals will be made at all sites before meals are accepted. The vendor bears liability for damaged or incomplete meals, and they shall not be included when the number of delivered meals is determined. The sponsor for all meals delivered in accordance with the contract and the regulations will pay the bidder. However, neither the USDA nor the State agency assumes any liability for payment or differences between the number of meals delivered and the number of meals served.

6. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the Institution by telephone or email of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery and; (3) a statement of whether or not succeeding deliveries will be affected.

Emergency circumstances at the site precluding utilization of meals are the concern of the Institution. The Institution may cancel orders provided it gives the contractor at least 48 hours notice.

Adjustments for emergency situations affecting the contractor's ability to deliver meals, or Institution's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and the Institution.

7. Termination

- (a) The Institution reserves the right to terminate this contract if the bidder fails to comply with any of the requirements of this contract. The Institution shall notify the bidder of specific instances of non-compliance in writing. In instances where the bidder has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Institution shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damages incurred by the Institution. The Institution shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- (b) The Institution shall give written notice to the bidder, terminate the right of the contractor to proceed under this contract if it is found, by the Institution that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to any officer or employee of the Institution with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Institution makes such findings shall be in issue and may be reviewed in any competent court.
- (c) In the event this contract is terminated as provided in paragraph (b) hereof, the Institution shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor; and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer of employee.
- (d) The contract may be terminated because of circumstance beyond the control of the bidder.
- (e) The right and remedies of the Institution provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (f) This agreement may be terminated by the Institution for convenience with thirty (30) days written notice to the other party.

XIII. Unit Price Schedule Instructions

1. Bidders are required to submit prices for the meal types meeting the contract specifications set forth for meals to be delivered to all of the sites stated.
 - (a) Institution shall indicate which meal types the contractor will be providing meals for during the contract period. If unitized meals will be required, the institution must indicate so by placing “unitized meal” in parenthesis after the meal type.
 - (b) Institution shall fill in the estimated number of meals that will be served each day by meal type during the contract period.
 - (c) Institution shall fill in the number of anticipated operating days that meals will be served during the contract period.
 - (d) The respondent shall insert the appropriate unit price for each meal type as indicated by the institution.
 - a. The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes but any charges or taxes which are required to be paid under future laws must be paid by the bidder at no additional charge to the Institution.
 - (e) The respondent shall calculate total price by multiplying B x C x D. The institution shall verify the calculations.

NOTE: In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

Bidders shall submit their bids on an “all or none” basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the Institution during the term of the contract to secure all its needs from the successful contractor and such contract shall bind the contractor to perform all such work ordered by the Institution at prices specified in the contract. Award will be made to a single responsive, responsible bidder on the basis of the lowest aggregate cost to the Institution. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

2. Method of Payment

The contractor shall submit its itemized invoice to the Institution bi-weekly or monthly, as specified in the IFB. Each invoice shall give a detailed breakdown for the number of meals delivered at each site. The invoice shall detail weekly, biweekly, or monthly deliveries. Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the site representative of the Institution.

3. Requirements Contract

- (a) This is a requirement contract for the Services specified in the Schedule and for the period set forth herein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the Institution requirement for services set forth in the Schedule do not result in order, in the amounts or quantities described as “estimated” in the Schedule, such event shall not constitute the basis for an equitable price adjustment under this contract.
- (b) The Institution shall not be required to purchase from the contractor requirements in excess of the limit on total orders under this contract, if any.
- (c) The Institution may issue orders which provide for delivery to or performance at multiple destinations.
- (d) The Institution shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in the Schedule will be dependent upon the needs and requirements of the Institution.

Pricing shall be on the menus. All vendors must submit bids on the same menu cycle provided by the Institution. Bid price must include price of food, milk (if applicable), packaging, transportation and all other related costs (e.g., condiments, utensils, etc.).

4. Meal Orders

Orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each site and each type of meal.

The Institution reserves the right to increase or decrease the number of meals ordered on a forty-eight hour notice or less if mutually agreed upon between the parties to this contract.

5. Menu-Cycle Change Procedure

Delivered meals shall be delivered in accordance with the menu cycle. Deviation from this menu cycle shall be permitted only upon authorization of the Institution. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, he shall notify the Institution immediately so substitutions can be agreed upon. The Institution reserves the right to suggest menu changes within the food service management company's food cost periodically throughout the contract period.

6. Noncompliance

The Institution reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications. The Institution reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor shall be responsible for any excess cost but will receive no adjustment in the event the meals are procured at a lesser cost. The Institution or agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

7. Specifications

a) Packaging

1. Hot Meal Unit-Packaging suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400 or (204c) or higher.
2. Cold Meal Unit or Unnecessary to Heat – Container and overlay to be plastic or paper and non-toxic.
3. Cartons – Each carton shall be labeled. Label to include:
 - i) Processor's name and address (plant)
 - ii) Item identity, meal type
 - iii) Date of Production
 - iv) Quantity of individual units per carton
4. Meals shall be delivered with the following nonfood items: condiments, straw for milk, napkins, single service ware, etc. Institution shall insert non-food items that are necessary for the meal to be eaten.

b) Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to deliveries.

c) Food Specifications

Bids are to be submitted on the menu cycle and shall include, as a minimum, the portions specified by the U.S. Department of Agriculture for each meal.

All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under a U.S. Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.

Product Specification: Milk and Milk products are defined as "...fluid types of pasteurized flavor or unflavored whole milk or low-fat milk, or skim milk or cultured buttermilk which meet State and local standards for such milk..." Milk delivered hereunder shall conform to these specifications.

