

BID PACKAGE

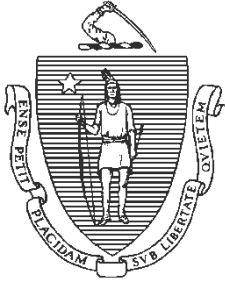
Document Index

This document contains the following information:

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2. Sample Announcement of Invitation to Bid
3. 7 CFR Part 225.17 Procurement Standards and 2 CFR Part 200 Grants and Agreements
4. Invitation for Bid and Contract

All Bids must be received in a sealed package by
Friday March 23rd, 2018, no later than 2:00 pm.

Attention: Paul Slovin
YMCA of Greater Boston
316 Huntington Avenue
Boston, MA 02115



Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906

Telephone: (781) 338-3000

MEMORANDUM

TO: Summer Food Service Program Institutions

FROM: Robert M. Leshin, Acting Director
Office for Food and Nutrition Programs

RE: Bid Package/Standardized Contract

Enclosed is the Bid Package for Summer Food Service Program meal procurement. Included in the package is the Competitive Bid Procedure, Sample Public Announcement of Invitation to Bid, Regulatory Citation 7CFR Part 225.17-Procurement Standards, and Invitation for Bid and Contract for the Summer Food Service Program.

The Invitation to Bid and Contract must be used by sponsors contracting with food service management companies whose total food service contract will be \$150,000/year or more. Those agencies with food service contracts less than the appropriate threshold for each type of organization, those contracting with public school food authorities, or those exempt from competitive procurement regulations will use the Agreement to Furnish Food Service form which is in the Online Document Library.

All food service contracts/agreements should be negotiated to cover the fiscal year covered by the Summer Food Service Program of each year. Sponsors may exercise the option to renew up to four years on page 5 of the contract.

The enclosed Contract includes meal specifications. All sponsors must develop a cycle menu for all meal types bid on and include it with the Invitation for Bid.

Please contact the Special Nutrition Programs staff at (781) 338-6480, if we can be of further assistance.

BID PROCEDURE GUIDANCE AND DIRECTIVES

The Competitive Bid procedure outlined **below must be adhered to strictly**. Failure to complete each step may jeopardize your program's ability to secure a vendor and your ability to operate your program as planned. If a written agreement with a local school is not possible or is not beneficial, sponsors may competitively solicit and contract with an FSMC to prepare and deliver meals.

The solicitation needs to outline the need and scope of the required products and services and if this includes purchasing, menu planning services, etc., the solicitation needs to include having the FSMC provide menus. The FSMC needs to respond with a full understanding of the meal requirements, sanitation, meals to be served and meal patterns, sites, and 7 CFR Part 225.17 procurement standards related to geographic preference. Including all contract provisions and regulations as well as meals to be served by the sponsor, pattern requirements, cycle menus, and meal quality standards help sponsors evaluate FSMC proposals to determine the most responsive and responsible offer or with price as the primary consideration. A State agency representative may attend your bid opening. However, if you have any questions about this process, please contact us before you publicly announce your Invitation for Bid at (781) 338-6480.

1. Read over the enclosed Invitation for Bid/Contract. Complete all information that must be filled in by you as a sponsor.
2. The solicitation must include a written method of conducting technical evaluations and are awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
3. Review the specifications and develop a cycle menu to meet your program's needs.
4. Publicly announce your Invitation for Bid. This must be done at least **14 days** prior to your scheduled bid opening (sample bid announcement enclosed).
5. Bids are publicly solicited from two or more responsible bidders and a firm fixed-price contract (lump) sum or unit price is awarded to the responsible bidder whose bid, conforming with all contract specifications, terms, conditions, and required provisions. See Schedule E.
6. Notify the State agency of the time and place of your bid opening at least **14 days** prior to the bid opening.
7. Send three copies of your Invitation for Bid to each Food Service Management Company responding to your invitation.
8. Publicly open all bids received at the time and place stated in your announcement.
9. Sponsors must conduct a cost or price analysis (2 CFR Part 200.323).
10. Complete all the information that must be filled in by the Sponsor.
11. If revisions or additions have to be made to the Contract, State approval is necessary.
12. Publicly announce your Invitation to Bid. This must be done at least 14 days prior to the scheduled bid opening.

Bid Bond/Bonding Requirements (7 CFR 225.15(m)(6) and 2 CFR Part 200.325(b))

1. Must insure that all bids submitted (over \$150,000) are accompanied by a Bid Bond/Guarantee.
 - a) It must be for not less than 5% and not more than 10% of the value of the contract.
2. Must insure that the awarded Food Service Management Company shall obtain a Performance Bond.
 - a) It must be for not less than 10% and not more than 25% of the contract.
 - b) It must be furnished within 10 days of awarding the contract.



SUMMER FOOD SERVICE PROGRAM

ANNOUNCEMENT OF INVITATION TO BID

The YMCA of Greater Boston announces its intention of sponsoring the USDA Summer Food Service Food Program. Planned dates of operation are June 20, 2018 through September 1, 2018 with the option to review for up to four years. Bids are solicited from vendors. Anticipated service is approximately breakfast, am snack, lunch, pm snack and supper for a minimum of 55 sites, up to 7 days a week, with potential for expansion. Some sites will be serving meals during the weekends. All meals must be unitized. Bids must be received by (2:00 PM on March 23, 2018). 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 at (2:00PM on April 2, 2018 at 316 Huntington Avenue, Boston, MA, 02115).

Copies of the Invitation to Bid may be received from:

YMCA of Greater Boston
316 Huntington Avenue
Boston, MA 02115
Attn: Paul Slovin

Or via email at pslovin@ymcaboston.org

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the YMCA of Greater Boston where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Food and Nutrition Service, USDA § 225.17

§ 225.17 Procurement standards.

(a) State agencies and sponsors shall comply with the requirements of 7 CFR part 3016¹ or 7 CFR part 3019¹, as applicable, concerning the procurement of supplies, food, equipment and other services with Program funds. These requirements ensure that such materials and services are obtained for the program efficiently and economically and in compliance with applicable laws and executive orders. Sponsors may use their own procedures for procurement with Program funds to the extent that:

(1) Procurements by public sponsors comply with applicable State or local laws and the standards set forth in 7 CFR part 3016¹; and

(2) Procurements by private nonprofit sponsors comply with standards set forth in 7 CFR part 3019¹.

(b) The State agency shall make available to sponsors information on 7 CFR part 3016¹ or 7 CFR part 3019¹, as applicable.

(c) Sponsors may use their own procurement procedures which reflect applicable State and local laws and regulations, provided that procurements made with Program funds conform with provisions of this section, as well as with procurement requirements which may be established by the State agency, with approval of FNS, to prevent fraud, waste, and Program abuse.

(d) The State agency shall ensure that each sponsor is aware of the following practices specified in 7 CFR part 3016¹ or 7 CFR part 3019¹, as applicable, with respect to minority business enterprises:

(1) Including qualified minority business enterprises on solicitation lists,

(2) Soliciting minority business enterprises whenever they are potential sources,

(3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by minority business enterprises,

(4) Establishing delivery schedules which will assist minority business enterprises to meet deadlines, and

(5) Using the services and assistance of the Small Business Administration, and the Office of Minority Business Enterprise of the Department of Commerce as required.²

(e) *Geographic preference.* (1) Sponsors participating in the Program may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the sponsor making the purchase has the discretion to determine the local area to which the geographic preference option will be applied;

(2) For the purpose of applying the optional geographic preference in paragraph

(e)(1) of this section, “unprocessed locally grown or locally raised agricultural products” means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

[54 FR 18208, Apr. 27, 1989, as amended at 71 FR 39518, July 13, 2006; 76 FR 22607, Apr. 22, 2011]

2 CFR Part 200 Grants and Agreements

All procurement of food, supplies, goods, and other services with program funds by sponsors must comply with procurement standards prescribed in Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations located at 2 CFR Part 200 as well as 7 CFR Part 225 Summer Food Service Program regulations.

Specific procurement regulations related to FSMCs include:

- Contract provisions referenced in 2 CFR Part 200.326 and found in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
- Performance bond requirements in 2 CFR Part 200.325 FSMC regulations in 7 CFR Parts 225.6 (g-h) which includes a reference to cycle menus and meal quantity standards in 225.6(h)(2)(vi) 225.7(c) and (d)(6), and 225.15(m)
- Debarment, Suspension, (2 CFR Part 180) and Lobbying (2 CFR Part 200.450)
- Civil Rights Statement (FNS Instruction 113 Appendix B)

¹ Part 3016 and Part 3019 have been replaced by 2 Part 200 as the appropriate USDA procurement regulations for USDA entitlement programs, including the SFSP and other child nutrition programs.

² All sponsors are encouraged to take affirmative steps to ensure that small, minority firms and women’s business enterprises and labor surplus area firms are used when possible. Affirmative steps may include placing such businesses on solicitation lists and ensuring such businesses are solicited whenever they are deemed potential sources. When economically feasible, sponsors may wish to divide their total requirements into smaller tasks or quantities to permit maximum participation by small and minority business and women’s business enterprises. They may also want to establish delivery schedules that will help these business enterprises. Sponsors can use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and require the prime contractor, if subcontracts are let, to take the affirmative steps listed above.

**YMCA of Greater Boston
Summer Food Service Program
Bid and Contract**

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Section A

**Invitation for Bid and Contract
Summer Food Service Program**

Issued by (Institution):

Name YMCA of Greater Boston Bid Number _____ Page 1 of _____
Address 316 Huntington Avenue Bid Issue Date _____ Bid Opening _____
City, State, Zip Boston, MA, 02115 Date April 2, 2018
Telephone Number 617-927-8119 Time 2 PM
Fax Number _____ Location 316 Huntington Avenue – Child Development Office

Contract Commencement Date _____ Total Estimated Amount of Bid \$ _____
(To be inserted by Bidder)

Contract Expiration Date _____ Prompt Pay Discount: _____
% for payment within Days _____
(To be inserted by Bidder)

Name of Bidder _____ Signature of Bidder (in ink) _____
Street Address _____
City, State, Zip _____ Print or Type Name of Bidder _____
Telephone Number _____ Title _____ Date _____
Fax Number _____

This document contain an invitation to bid for the furnishing of meals (unitized if applicable) to be served to children participating in the Summer Food Service Program established by the United State Department of Agriculture (7 CFR Part 225), and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the Institution named above.

Acceptance

Contract Number _____ Institution Name _____
Date _____ Institution Signature _____
Title _____

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

Section B

**Certificate 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. He is the person in the bidder’s organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, will not participate, in any action contrary to (A)1. through (A)3. above; or
 - 2. He is 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 he has not participated, and will not participate, in any action contrary to (A)1. through (A)3. above.

Signature of food service management company’s authorized representative.

Title

Date

In accepting this bid, the institution certifies that the institution’s officers, employees or agents have not taken any action which may have jeopardized the independence of the bid referred to above.

Signature of Authorized Institution Representative
(Accepting a bid does not constitute acceptance of the contract.)

Note: Institution and Bidder shall execute this Certificate of Independence Price Determination.

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.

Section C – Instruction to Bidders

1. Definitions

As used herein:

The term “bid” means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.

The term “bidder” means a food service management company submitting a bid in response to this Invitation for Bid.

The term “contractor” means a successful bidder who is awarded a contract by an Institution under the Summer Food Service Program under the U.S. Department of Agriculture.

The term “food service management company” means an organization, other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the program.

The term “Invitation for Bid”, hereafter referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon acceptance by the Institution. An IFB may only result in a fixed priced contract with or without economic price adjustment based on a specified price index such as the Consumer Price Index (CPI). An IFB is awarded to the lowest price responsive and responsible bidder whose bid conforms to all material terms and conditions of the solicitation.

The term “Institution” means the Summer Food Service Program institution which issues this IFB.

The term Request for Proposal, hereafter referred to as RFP, is used to solicit responses in a competitive negotiation procurement method. An RFP is more qualitative in nature, and the vendor solicitation responses are scored based on evaluation criteria specified in the solicitation. A fixed-price or cost-reimbursement plus fixed fee type contract may be awarded. For example, a portion of the score could be based on a taste test, or performance history with delivery times. Price must be the primary consideration when awarding a contract under this competitive procurement method.

The term “unitized meal” means an individual proportioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.

Other terms shall have the meaning ascribed to them in the Summer Food Service Program regulations.

2. Submission of Bids

Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so shall be at the bidder’s risk.

Bids shall be executed and submitted in triplicate. If accepted, this IFB will become the contract

and one copy of the contract will be forwarded to the successful bidder with the notice of

award. The copy marked "original" shall be governing should be a variance between that copy of the bid and other copies submitted by the bidder. No change in the specifications or general conditions are allowed. Erasures on this bid shall be initialed by the bidder prior to submission.

A copy of a current State or local health certificate for the food preparation facilities shall be submitted with the bid.

It is important that the FSMC respond to the IFB or RFP accurately and completely. FSMCs that attempt to modify any provision of the IFB or RFP, or otherwise fail to comply with all IFB or RFP 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 Part 225.17 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.

3. Explanation to Bidders

Any explanation desired by a bidder 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 bidders before bid opening. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning the IFB shall be furnished to all prospective bidders as an amendment to the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

4. Acknowledgment of Amendments to IFBs

Receipt of an amendment to an IFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

5. Discounts

Although a blank is provided for a time discount, 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).

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. 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.

8. 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.

9. Award of Contract

(a) The contract will be awarded to that responsive and responsible bidder whose bid will be more advantageous to the Institution, price and other factors considered. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

(b) 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.

- (c) 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.

10. Late Bids, Modifications of Bids or Withdrawals of Bids

- (a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail, not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).
- (b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by telegram is authorized. A bid may be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt for the postal service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term “postmark” means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Services.)
- (d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Institution will be considered at any time it is received and may be accepted.

Section D – Scope of Services

Contractor agrees to deliver meals (unitized if applicable) inclusive of milk to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.

All meals furnished must meet or exceed U.S. Department of Agriculture requirements set out in Schedule C, attached hereto and made a part hereof.

Contractor shall furnish meals as ordered by the Institution during the period of June 25, 2018 to August 31, 2018. Meals shall be served 7 days a week.

Section E – Unit Prices Scheduled Instructions

1. Bidders are asked to submit prices on Schedule D for the following meal types meeting the contract specifications set forth in Schedule C for meals to be delivered to all of the sites stated in Schedule A. Example of Schedule D (Page 16)

A Meal Type	B - Estimated Servings Per Day	C - Estimated Number of Serving Days	D Unit Price	E Total Price
Breakfast	20	180	.73	\$2,628.00
Supper (Unitized)	50	180	.60	\$5,400.00

- (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 food service management company shall insert the appropriate unit price for each meal type as indicated by the institution.
- (e) The food service management Institution 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.

Requirements Contract

- (a) This is a requirements 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.
2. Pricing shall be on the menus described in Schedule B. all bidders 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.).

3. Evaluation of Bidders

Each bidder will be evaluated on the following factors:

- (a) Financial capability to perform a contract of the scope required.
- (b) Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety and sanitation standards.
- (c) Previous experience of the bidder in performing services similar in nature and scope.
- (d) Other factors such as transportation capability, sanitation, and packaging.

Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and not considered for award.

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.

4. Meal Orders

Institutions will order meals on Wednesday of the week preceding the week of delivery; 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 on a daily basis in accordance with the menu cycle which appears in Schedule B. 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 as Schedule B and shall include, as a minimum, the portions specified by the U.S. Department of Agriculture for each meal, which are included in Schedule C to this IFB.

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.

Section F – General Condition

1. Delivery Requirements

- (a) Delivery shall be made by the contractor 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 contractor's personnel at each of the locations and times listed in Schedule A.
- (c) The contractor 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 State and local health codes.
- (d) The Institution reserves the right to add or delete sites. This shall be done by amendment of Schedule A. Deletion or addition of a 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 contractor at a minimum in three copies: one for the contractor, 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. 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 contractor 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 contractor 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. Method of Payment

The contractor shall submit its itemized invoice to the Institution bi-weekly or monthly, as specified. Each invoice shall give a detailed breakdown for the number of meals delivered at each site during the preceding two weeks or month. 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.

5. Inspection of Facility

(a) The Institution, the State agency and the U.S. Department of Agriculture reserve the right to inspect the contractor'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 contractor'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 Contractor 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: FSMCs are required to have State or local health certification for the facilities in which they propose to prepare meals for use in the SFSP and must ensure that State and local health and sanitation requirements are met at all times. FSMCs also must ensure that meals are inspected periodically as required under Program regulations (SFSP Memorandum 7-2015: Health and Safety Inspection Requirements, December 11, 2014). Additionally, as with all purchases for program use, FSMC contracts must be competitively procured in compliance with 7 CFR Parts 225.15 and 225.17 as well as 2 CFR Part 200.317-.326.

6. Insurance

As applicable.

7. Availability of Funds

The Institution shall have the option to cancel this contract if the Federal Government withdraws funds to support the Summer Food Service 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.

8. Number of Meal and Delivery Times

The contractor must provide exactly the number of meals ordered. Counts of meals will be made at all sites before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

9. 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. No payments will be made for deliveries made later than 2 hours after specified meal time.

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 situation 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.

10. Termination

- (a) The Institution reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The Institution shall notify the contractor of specific instances of non-compliance in writing. In instances where the contractor 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 contractor, 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 contractor.
- (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.

11. Subcontract and Assignments

The contractor shall not subcontract with only one company 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.

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.

Section G – General Provisions

Equal Opportunities

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]

- A. The FSMC 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.

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.

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.

Please see Schedule E, Federal Contract Provisions, for additional information.

Institution

Food Service Management Company

Summer Food Service Program

Schedule A

Sites Where Program Will Operate (Draft)

<u>Name</u>	<u>Address</u>	<u>ADP (Max)</u>	<u>Breakfast</u>	<u>AM Snack</u>	<u>Lunch</u>	<u>PM Snack</u>	<u>Supper</u>
<u>ALMONT PARK</u>	Almont Park Almont Street Mattapan, MA 02126	80 (L)			12:00 - 1:00 PM		
<u>APPRENTICE LEARNING</u>	Benjamin Franklin Institute of Technology 41 Berkeley Street Boston MA 02116	20 (B)	8:30 - 9:00 AM				
<u>BRANDYWYNE VILLAGE</u>	88 Brandywyne Dr. East Boston, MA 02128	25 (L) 15 (PS)			11:00 AM - 12:00 PM	3:00 - 4:00 PM	
<u>BRIGHMAN CIRCLE FARMERS MARKET</u>	Tremont/Huntington and Francis Street Intersections	35 (L) 35 (PS)				2:00 - 3:00 PM	
<u>CHARLESTOWN COMMUNITY CENTER</u>	255 Medford Street Charlestown, MA 02129	20 (L) 60 (PS)			12:00 - 1:00 PM	3:00 - 4:00 PM	
<u>CHARLESTOWN Y TEENS</u>	150 Third Ave. Charlestown, MA 02129	20 (SU)					6:00 - 6:45 PM (Mon., Tues, Wed.)

<u>CODMAN SQUARE FARMER'S MARKET</u>	320 Talbot Avenue MA 02124	Dorchester,	50 (L)			12:00 - 1:00 PM Saturdays		
<u>CONDON COMMUNITY CENTER</u>	200 D Street Boston, MA 02127	South	150 (PS) 100 (SU)				3:00 - 3:30 PM	4:30 - 5:30 PM
<u>CURLEY COMMUNITY CENTER</u>	1663 Columbia Road MA 02127	South Boston	65 (L) 65 (PS)			12:30 - 1:30 PM	2:30 - 3:30 PM	
<u>DORCHESTER YMCA</u>	776 Washington Street MA 02124	Dorchester,	150 (L)			11:45 AM - 12:45 PM		
<u>EAST BOSTON CENTRAL CATHOLIC</u>	69 London Street Boston, MA 02128	East	75 (L) 75 (AMS)		9:30 - 10:00 AM	12:30 - 1:00 PM		
<u>EGELSTON SQUARE YMCA-YOUTH PROGRAM</u>	3134 Washington Street Plain, MA 02130	Jamaica	30 (SU) 30 (PS)				3:00 - 4:00 PM	6:00 - 7:00 PM
<u>HUNTINGTON AVENUE YMCA</u>	316 Huntington Avenue MA 02115	Boston,	100 (L)	Sidekim		12:00 - 1:00 PM		
<u>HYDE PARK YMCA (THOMAS M. MENINO)</u>	1137 River Street Park, MA 02136	Hyde	60 (L) 60 (PS)			11:30 AM - 12:40 PM	3:00 - 4:00 PM	

<u>HYDE PARK YMCA @ PONKAPOAG</u>	1 Ponkapoag Trail MA 02021	Canton,	300 (L) 300 (PS)			11:30 - 1:30 PM	3:00 - 4:30 PM	
<u>HYDE PARK YMCA TEENS (THOMAS M. MENINO)</u>	1137 River Street Park, MA 02136	Hyde	20 (SU)					5:30 - 7:00 PM
<u>MARTY PINO ORIENT HEIGHTS COMMUNITY CENTER</u>	86 Boardman Street Boston, MA 02128	East	40 (B) 40 (L)	8:30 - 9:30 AM		12:00 - 1:00 PM		
<u>MATTAPAN SQUARE FARMER'S MARKET</u>	525 River Street Mattapan, MA 02126		150 (L)			12:00 - 1:00 PM Saturdays		
<u>MOAKLEY PARK SPORTS CENTER</u>	1005 Columbia Road MA 02127	Boston,	30			12:00 - 1:00 PM		
<u>NAZZARO COMMUNITY CENTER</u>	30 N. Bennet Street Boston, MA 02133		20 B	8:00 - 8:45 AM				
<u>OAK SQUARE YMCA</u>	615 Washington Street MA 02135	Brighton,	175 (L) 175 (PS)			11:30 AM - 12:45 PM	3:00 - 4:00 PM	
<u>PARIS STREET COMMUNITY CENTER</u>	113 Paris Street Boston, MA 02128	East	50 (B) 200 (L)	8:30 - 9:30 AM		11:30 - 12:30 PM		

<u>PARIS STREET POOL</u>	113 Paris Street Boston, MA 02128	East	75 (AS) 200 (PS)		10:30 - 11:00 AM		3:00 - 3:30 PM	
<u>PIERS PARK SAILING CENTER</u>	95 Marginal Street Boston, MA 02128	East	40 (L) 40 (PS)			12:00 - 12:45 PM	3:15 - 4:00 PM	
<u>REAL KIDZ BOSTON</u>	10 Lamartine Ext. Plain, MA 02130	Jamaica	50 (PS) 50 (SU)				4:30 - 5:00 PM Tuesday - Friday	6:00 - 7:00 PM (Tuesday - Friday)
<u>ROXBURY CROSSING FARMER'S MARKET</u>	1400 Tremont Street MA 02120	Roxbury,	35 (PS)				2:00 PM - 3:00 PM	
<u>ROXBURY TENANTS AT HARVARD</u>	2 New Whitney St. Boston. MA 02115		75 (L) 75 (PS)			12:00 - 1:00 PM	3:00 - 4:00 PM	
<u>ROXBURY YMCA</u>	285 Martin Luther King Blvd. Roxbury, MA 02119		150 (L)			11:45 AM - 12:45 PM		
<u>ROXBURY YMCA TEENS</u>	285 Martin Luther King Blvd. Roxbury, MA 2119		65 (SU) 65 (PS)				3:30 - 4:30 PM	6:30 - 7:30 PM
<u>SALESIAN BOYS/GIRLS CLUB</u>	150 Byron Street Boston, MA 02128	East	50 (B) 75 (L)		8:00 - 9:00 AM		12:00 - 1:00 PM	
<u>SHORE PLAZA EAST</u>	600 Border Street Boston, MA 02128	East	15 (L)				12:00 - 1:00 PM	

<u>THOMAS MENINO COMMUNITY CENTER- DAY</u>	125 Brookway Road Roslindale, MA 02131	65 (B) 65 (L)	8:30 - 9:30 AM		12:00 - 1:00 PM		
<u>WALTHAM YMCA</u>	725 Lexington Street Waltham, MA 02452	270 (L) 270 (PS)	9:00 - 10:00AM		11:45 AM - 12:50 PM		
<u>WANG YMCA OF CHINATOWN</u>	8 Oak Street West Boston, MA 02116	130 (L) 130 (PS)			11:30 AM - 12:30 PM	3:00 - 4:00 PM	
<u>WHITTIER STREET HEALTH CENTER</u>	1290 Tremont Street 2nd Floor Boston, MA 02120	60 (B) 60 (L)	9:30 - 10:00 AM		1:00PM - 2:00PM T - F 12:00 - 1:00 PM on Mondays		
<u>Y BEAR CAMP</u>	1972 Centre Street West Roxbury, MA 02132	170 (L) 170 (PS)			12:00 - 1:00 PM	3:00 - 4:00 PM	
<u>Y TEENS AT HUNTINGTON</u>	316 Huntington Avenue Boston, MA 02115	20 (SU)					6:00 - 7:30 PM
<u>YMCA DORCHESTER TEENS</u>	776 Washington Street Dorchester, MA 02124	50 (SU) 50 (PS)				6:00 - 7:00 PM	3:00 - 4:00 PM

<u>YMCA EAST BOSTON @ Ashley Street</u>	54 Ashley Street Boston, 02128	East	150 (L)			12:00 PM - 1:00 PM		
<u>YMCA EAST BOSTON TEENS</u>	215 BREMEN ST. Boston, MA 02128	East	25 (SU)					
<u>YMCA OAK SQUARE TEENS</u>	615 WASHINGTON ST. Brighton, MA 02135		50 (SU)					4:00 PM - 5:00 PM
<u>YMCA WANG TEENS</u>	8 Oak Street West Boston, MA 02116		50 (SU)					7:00 - 8:00 PM (Fri)
<u>YMCA WASHINGTON BEECH DAY PROGRAM</u>	4560 Washington Street. Roslindale, MA 02130		50 (L) 50 (PS)			12:00 - 1:00 PM	3:00 - 4:00 PM	
<u>ZUMIX</u>	260 Sumner Street East Boston, MA 02128		40 (L) 40 (PS)			12:00 - 2:00 PM	4:00 - 5:00 PM	
<u>CROSS FACTOR ACADEMY</u>	670 Washington Street Dorchester, MA 02124		20 (L) 20 (PS)			12:00 - 1:15 PM	3:15 - 3:45 PM	
<u>TOBIN COMMUNITY CENTER</u>	1481 Tremont Street Roxbury, MA 02120		100 (B) 140 (L)			9:00 AM - 9:30 AM	12:00 - 1:00 PM	

SUMMER FOOD SERVICE PROGRAM

Schedule B

Menu Cycle
(Minimum of Eleven Days)

* Institution shall attach a menu cycle for each site.

SCHEDULE C

Summer Food Service Program Meal Pattern for Children			
	Children 1 and 2 years	Children 3 through 5 years	Children 6 through 12 years
Breakfast			
Milk, fluid	½ cup	¾ cup	1 cup
Juice, fruit or vegetable	¼ cup	½ cup	½ cup
Grains/Breads:			
❖ Bread; whole-grain, bran, germ or enriched	½ slice ¼ cup ¹	½ slice 1/3 cup ²	1 slice ¾ cup ³
❖ Cereal; cold dry ❖ or hot cooked	¼ cup	¼ cup	½ cup
Supplement (snack) (Select 2 components)			
Milk, Fluid	½ cup	½ cup	1 cup
Meat or meat alternate ⁴	½ ounce	½ ounce	1 ounce
Juice, Fruit or vegetable	½ cup	½ cup	¾ cup ³
Grains/Breads:			
❖ Bread; whole-grain, bran, germ or enriched	¼ slice ¹ ¼ cup	½ slice 1/3 cup ²	1 slice ¾ cup ³
❖ Cereal; cold dry ❖ or hot cooked	¼ cup	¼ cup	½ cup
Lunch or Supper			
Milk, Fluid	½ cup	¾ cup	1 cup
Meat or meat alternate			
❖ Meat, poultry or fish, cooked (lean meat without bones)	1 ounce	1-1/2 ounces	2 ounces
❖ Cheese	1 ounce	1-1/2 ounces	2 ounces
❖ Egg	½	¾	1
❖ Cooked dry beans/peas	¼ cup	3/8 cup	½ cup
❖ Peanut Butter or other nut or seed butters	2 tablespoons ½ ounce ⁵ = 50%	3 tablespoons ¾ ounce ⁵ = 50%	4 tablespoons 1 ounce ⁵ = 50%
❖ Nuts and/or seeds	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup
❖ Yogurt			
Vegetable and/or fruit	¼ cup total	½ cup total	¾ cup total
❖ 2 or more			
Grains/Bread	½ slice	½ slice	1 slice
❖ Bread; whole-grain, bran, germ or enriched			

¹ ¼ cup (volume) or 1/3 ounce (weight), whichever is less.

² 1/3 cup (volume) or ½ ounce (weight), whichever is less.

³ ¾ cup (volume) or 1 ounce (weight), whichever is less.

⁴ You may serve 4 ounces (weight) or ½ cup (volume) of plain or sweetened and flavored yogurt to fulfill the equivalent of 1 ounce of the meat/meat alternate component. For younger children, 2 ounces (weight) or ¼ may fulfill the equivalent of ½ ounce of the meat/meat alternate requirement.

⁵ This portion can meet only one-half of the total serving of the meat/meat alternate requirement for lunch or supper. Nuts or seeds must be combined with another meat/meat alternate to fulfill the requirement. For determining combinations, 1 ounce of nuts or seeds is equal to one ounce of cooked lean, meat, poultry, or fish.

Summer Food Service Program Schedule D

Name of Sponsor: YMCA of Greater Boston

Address: 316 Huntington Ave, Boston, MA 02115

Bid# _____ Opening Bid Date: April 2, 2018

Unit Price Schedule

Bidders are asked to submit prices (in D below) on the following meal types meeting the contract specifications set forth in Schedule C in the estimated range of quantities to be delivered to approved sites stated in Schedule A.

TO BE COMPLETED BY SPONSOR			TO BE COMPLETED BY BIDDER	
A Meal Type	B Estimated # of Meals Per Day	C Estimated # of Serving Days	D Unit Price	E *** Total Price
Item 1 Breakfast (unitized)	550	52		
Item 2 AM Supplements (unitized)	100	52		
Item 3 Lunch (unitized)	1600	73*		
Item 4 PM Supplements (unitized)	1500	73*		
Item 5 Supper (unitized)	400	52		
Total Estimated Amount of This Bid: _____				
Signature of Bidder: _____ Date: _____				

- * 52 Total weekdays and 21 Weekend days.

Schedule E

Federal Contract Provisions

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. 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.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of

public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered

by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.