

CHILD AND ADULT CARE FOOD PROGRAM



Procurement of Vended Meals



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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
- (3) E-mail: program.intake@usda.gov

This institution is an equal opportunity provider.

Please note: The protected classes for the Summer Food Service Program and Child and Adult Care Food Program are race, color, national origin, age, sex, and disability.

INTRODUCTION

The sample materials contained in this Invitation for Bid (IFB) Contract package are supplied for use by agencies in the Child and Adult Care Food Program (CACFP) who contract for meals from food service vendors, other than public or private schools, and whose contracts for those meals would total more than \$150,000 during a 12 month period. These materials and the processes described within meet the regulatory requirements prescribed by Title 7, *Code of Federal Regulations (7 CFR)*, sections 225.6(h), 225.15(m), 225.17, 226.21, 226.22, and Title 2, *CFR sections 200.318-200.326*.

If your agency chooses to use a different contracting instrument, compliance with the CFRs referenced above is required, and the California Department of Education (CDE) must approve the contract.

This formal bid packet include:

- Attachment I** "Solicitation of Bids for Vended Meals" (a description of what the agency must do to start the bidding procedure) and the "Notice Inviting Bids" (a sample Legal Notice)
- Attachment II** "Summary of Process and Bid"—a form in which the agency summarizes the bid process and bids received, and which CDE reviews
- Attachment III** "Invitation for Bid and Contract"
- Attachment IV** "Evaluation Criteria"
- Section A** "Contract for Vended Meals"—the contractual agreement signature page
- Section B** "Independent Price Determination, Lobbying, No Sanctions (Debarment and Suspension), and Drug Free Workplace Certification"
- Section C** "Instruction to Bidders"
- Section D** "Scope of Services"
- Section E** "Unit Price Schedule and Instructions"—for the agency and the bidder to complete
- Section F** "Contract Provisions and Specifications"
- Section G** "General Conditions"
- Section H** "General Provisions for Contracts Exceeding \$150,000" and the "Clean Air and Water Certification"—to attach to IFB/Contracts
- Schedule A** "Sites/Centers Where the Program Will Operate"
- Schedule B** "Summer Food Service Program" and "Child and Adult Care Food Program Meal Pattern"—for infants, older children, and adults.
- Schedule C** "Menu Cycle"—separate forms for each meal type, for the agency to complete as required (including a "Modified Menu for Medically Prescribed Diets"—for adult meals only)
- USDA UPDATE** New CACFP Infant, Child, or Adult Meal Patterns (Effective October 1 2017)

ATTACHMENT I

SOLICITATION OF BIDS FOR VENDED MEALS

A formal bidding procedure must include a Public Notice or Advertisement Inviting Bids with adequate purchasing descriptions. This invitation for bids or request for proposal (RFP) must appear in a daily newspaper and legal section having general circulation in the agency's area or in an appropriate trade journal. Fourteen calendar days must elapse between the Notice or Advertisement and the closing date for submission of bids. (These requirements are found in 7 *CFR*, Part 225.15 and 226.22.)

The Public Notice must include:

1. A complete description of the product subject for bid
2. The agency's name and the address at which the bid is to be submitted
3. The closing date and time for acceptance of bids
4. Information that only sealed bids may be accepted (unless a RFP)
5. When bids or RFPs are more than \$150,000, the commercial food service vendor must include a bid bond when submitting their sealed bid or RFP. Bids that do not have a bid bond must be rejected. Include this information in the publication or RFP specifications.
6. Information that the bid opening will be made public at the time and place referred to in the public notice. (RFP does not require a public bid opening)
7. Seal Bids – Include information that the contract will be awarded to the lowest, most responsible and responsive bidder

Or

Request for Proposal (RFP) - Include information that the contract will be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. A RFP is more qualitative in nature, and the vendor solicitation responses are scored based on evaluation criteria specified in the solicitation. For example, a portion of the score could be based on a taste test, local or organic foods, or performance history with delivery times

8. When sealed bids or RFPs are more than \$150,000, the commercial food service vendor must provide a performance bond within 10 days after the contract is awarded. Include this information in the publication or RFP specifications.

In addition to the Public Notice or Advertisement, bids must be solicited from two or more known suppliers within the agency's area. The solicitation must be made in writing and contain the same information found in the Public Notice or Advertisement Inviting Bids.

ATTACHMENT I, PAGE 2

This sample notice may be placed in the Legal Notices section of a local newspaper that has general daily circulation in the agency's area. The agency shall supply a completed IFB to each bidder who responds to the notice.

NOTICE INVITING SEALED BIDS

Sealed bids will be received by _____ Citrus Springs Charter School _____
AGENCY NAME

at _____ 27740 Jefferson Avenue, Temecula, CA 92590 _____
AGENCY ADDRESS

until _____ May 21, 2019 4:00pm _____ for meals to be served in the center(s).
TIME AND DATE FOR BID CLOSING PERIOD

At the time and place advertised, and promptly thereafter, all bids that have been duly received will be publicly opened and read aloud.

Description of Product for Bid:

COLD AND PRE-PACKAGED SUPPER AND SNACK MEALS INCLUSIVE OF MILK WILL BE DELIVERED TO SCHOOL SITE. CACFP WILL BEGIN ON OR AROUND AUGUST 26TH, 2019.

OR

The following types and quantities of meals:

SUPPER AND SNACK

Daily delivery of meals to 1 sites/center(s).
NUMBER OF SERVING SITES

Types or forms of packaging or containerizing to be used for meals (based on a menu cycle the agency will provide):

PREPACKAGED COLD, AND UNITIZED COLD MEALS AND SNACKS, INCLUSIVE OF MILK

All meals of each type must meet the minimum standards set by the USDA for CACFP and SFSP meals of that type.

The contract will be awarded to the responsible bidder whose bid is responsive to this invitation and is most advantageous to the agency, price, and other factors considered.

ATTACHMENT II

**SEALED BIDS
 SUMMARY PROCESS**

NOTICE INVITING BIDS*

PUBLICATION DATE	NAME OF NEWSPAPER OR TRADE JOURNAL
May 7 th , 2019	

*Attach copies of the Media Certification(s) of Publication

BID OPENING

DATE	TIME	PLACE
May 7 th , 2019		

AGENCY OFFICIAL WHO OPENED BID(S)	TITLE

WITNESSES (One is a state representative, if applicable)

1.	3.
2.	4.

SUMMARY OF SEALED BIDS (Only include responsive bidders)

NAME OF BIDDER	UNIT PRICES PER MEAL	TOTAL ESTIMATED BID

Was the lowest bid accepted?

Yes No

If **No**, provide justification for acceptance of another bid (or attach it to this page):

I certify the information provided above is true and correct. I understand that this information is being given in connection with the receipt of federal funds; that department officials may, for cause, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable state and federal criminal statutes.

SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE	TITLE	DATE

ATTACHMENT II

**REQUEST FOR PROPOSAL
 SUMMARY PROCESS**

NOTICE INVITING BIDS*

PUBLICATION DATE	NAME OF NEWSPAPER OR TRADE JOURNAL

BID DATE

DATE	RECEIVED	TIME	PLACE

AGENCY OFFICIAL WHO EVALUATED RFP	TITLE
AGENCY OFFICIAL WHO EVALUATED RFP	TITLE
AGENCY OFFICIAL WHO EVALUATED RFP	TITLE

SUMMARY OF BIDS

NAME OF BIDDER	UNIT PRICES PER MEAL	MOST ADVANTAGEOUS WITH OTHER FACTORS CONSIDERED

I certify the information provided above is true and correct. I understand that this information is being given in connection with the receipt of federal funds; that department officials may, for cause, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable state and federal criminal statutes.

SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE	TITLE	DATE
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ATTACHMENT III

BID ACCEPTANCE

IFB/CONTRACT NUMBER _____ (FORMAL ADVERTISING ONLY)

ISSUED BY (AGENCY):

NAME		ADDRESS	
CITY	STATE CA	ZIP	TELEPHONE NUMBER

BID OPENING

DATE	TIME	LOCATION	ISSUE DATE
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BIDDER

NAME OF COMPANY		FEDERAL ID NUMBER
STREET ADDRESS		TELEPHONE NUMBER
CITY	STATE	ZIP

Estimated amount of bid \$ _____ Bid bond: _____%, Amount of bond: \$ _____

Discount: _____% Discount is for: _____

Performance bond percentage required by California Department of Education (10% to 25%)

Required _____% Amount \$ _____

By submission of this proposal, the Vendor certifies that in the event it receives an award under this solicitation, it will operate in accordance with all applicable, current CACFP and SFSP regulations.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	TITLE	DATE
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ACCEPTANCE

Accepting a bid does not constitute acceptance of the contract. Upon acceptance by the agency and reviewed and approved by the California Department of Education, the bid documents will constitute the covenants, conditions, agreements and stipulations of the contract between the company making the proposal and the agency named above.

CONTRACT NUMBER	AGENCY NAME	DATE
SIGNATURE OF AGENCY REPRESENTATIVE		TITLE

PROCUREMENT METHOD: (check one)

- REQUEST FOR PROPOSAL COMPETITIVE NEGOTIATION
 COMPETITIVE SEALED BIDS NONCOMPETITIVE NEGOTIATION

FOR CDE USE ONLY

This contract reviewed for compliance with 7 CFR Part 225 and 226 by:

SIGNATURE	DATE
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ATTACHMENT VI

EVALUATION CRITERIA

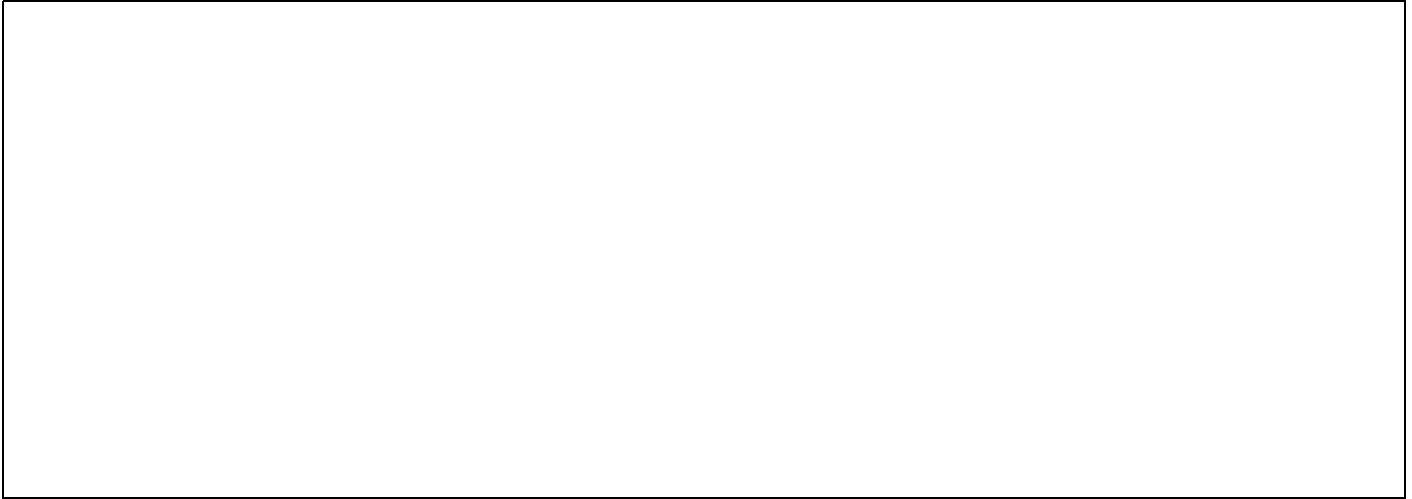
For RFPs only, the Agency’s identified evaluation and relative importance are below with cost being the highest weighted factor.

Scoring Criteria	Points
<ul style="list-style-type: none"> Menu—nutritious, whole grains, fresh fruits and vegetables, culturally appropriate items for participants. Child nutrition labels preferred 	15
<ul style="list-style-type: none"> Taste Test—Sample of 2 Cold Unitized Meal items with Child Nutrition Labels. Submitted with proposal packet on due date 	20
<ul style="list-style-type: none"> Meals meet regulations for CACFP guidelines. Meal sizes meet or exceed the CACFP guideline amounts for the week. 	20
<ul style="list-style-type: none"> Experience/References—agency demonstrates successful experiences vending meals to child nutrition programs of similar size for over 15 years. 	20
<ul style="list-style-type: none"> Cost 	25
Totals	100

Send 1 original and 1 emailed copy addressed to:

Holly Hungerford Cocking, MA, RDN, SNS
 Director of Nutrition Services
 Springs Charter Schools
 27740 Jefferson Avenue, Temecula, CA 92590
 951-255-7700
holly.hungerfordcocking@springscs.org

Additional descriptions for relative criteria:



SECTION A

CONTRACT FOR VENDED MEALS

THIS AGREEMENT, made and entered this _____ day of _____, 20____, in the State of California, by and between _____ hereinafter referred to as the agency and _____¹ hereinafter referred to as the contractor.

WITNESSETH:

That the contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the agency hereinafter expressed, does hereby agree to furnish to the agency services and materials as described in the original IFB, Sections A, B, C, D, E, F, G, and H, and Schedules A, B, and C, which were attached and made a part hereof by this reference.

The period of this contract shall be from _____ through _____.² This contract may be renewed for one-year periods up to four times upon agreement of the agency and the contractor. Any increase or decrease of the unit price(s) shall be negotiated during the renewal process. Either party may terminate this contract for cause or convenience with a 30-day written notice.

If the contract is terminated, the Agency will pay the vendor any amount due within ____ days for meals ordered and met the meal pattern requirement.

In consideration of the service, performed in a manner acceptable to the agency and in compliance with the regulations for the SFSP 7 CFR, Part 225 and the CACFP 7 CFR, Part 226 the agency shall pay the contractor within _____ days of receipt, the full amount of the itemized invoices as confirmed by delivery receipts, at the unit price(s) specified in the contract.

The total amount payable by the agency to the contractor under this contract shall not exceed \$ _____.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

AGENCY	CONTRACTOR
AGENCY NAME	CONTRACTOR (STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE	ADDRESS

¹ Sole proprietorship, partnership, corporation, etc.

² The original contract period cannot exceed one year.

SECTION B

INDEPENDENT PRICE DETERMINATION, LOBBYING, NO SANCTIONS, AND DRUG FREE WORKPLACE CERTIFICATION

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:

INDEPENDENT PRICE DETERMINATION

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 that 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 bidder 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.

LOBBYING

As required by Section 1352, Title 31 of the U. S. Code, and implemented at 34 CFR Part 82, for a person entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with these instructions; and
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

DEBARMENT AND SUSPENSION

Entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

The prospective food vendor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
5. Where the prospective food vendor is unable to certify to any of the statements in this certification, such prospective food vendor shall attach an explanation to this proposal.

DRUG FREE WORKPLACE

The bidder certifies that it will continue to provide a drug-free workplace as required by the State Drug-Free Workplace Act of 1990 (*Government Code* Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at Title 34, *Code of Federal Regulations* (34 *CFR*), Part 85, Subpart F, for grantees, as defined at 34 *CFR*, Part 85, sections 85.605 and 85.610.

THE PERSON SIGNING THE BID DOCUMENTS CERTIFIES:

The bidder is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein or that the bidder has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to the above Independent Price Determination sections (1) through (3).

The bidder has not participated, and will not participate, in any action contrary to (1) through (3) above Independent Price Determination sections (1) through (3).

AND, AS THEIR AGENT, DOES HEREBY CERTIFY:

SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR)	TITLE	DATE
NAME OF CONTRACTOR		
<i>In accepting this bid, the agency certifies that the agency's officers, employees, or agents have not taken any action that may have jeopardized the independence of the bid referred to above.</i>		
SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE	TITLE	DATE

NOTE: Authorized representatives of both the agency and bidder must execute this or a similar certificate of independent price determination.

SECTION C

INSTRUCTION TO BIDDERS

1. Definitions (as used herein):

- (a) The term "Invitation for Bid", hereafter referred to as IFB, means the document soliciting bids through the formal advertising method.
- (b) The term "Bid" means an offer to perform the work described in the solicitation of the seal bid or RFP.
- (c) The term "Sealed bid" means a bid is submitted based on the terms and condition as stated in the solicitation. This method does not permit any negotiations. The contract will be awarded to the bidder whose submission is the lowest, most responsive, and responsible.
- (d) The term "RFP" means to make an offer on the proposal that the agency solicits using an established point system based for certain items. The contract will be awarded to the responsible firm whose proposal is most advantageous to the agency, with price and other factors considered.
- (e) The term "Bidder" means a food service management company submitting a bid in response to this IFB.
- (f) The term "Contractor" means the food service management company to whom the bid is awarded and with whom the contractual agreement is executed.
- (g) The term "CDE" means the California Department of Education, Nutrition Services Division.
- (h) The term "Food Service Management Company" means an organization, other than a public or private nonprofit school, with which the agency may contract for preparing, and unless otherwise provided for, delivering meals, with or without milk, for use in the program.
- (i) The term "Agency" means the CACFP and or SFSP Agency that issues this IFB.
- (j) The term "Program" means the CACFP and or SFSP as set forth in the 7 *CFR*, Part 226 and or SFSP as set forth in 7 *CFR*, Part 225.
- (k) The term "Unitized Meal" means a complete meal that includes all required components and food items portioned according to the meal pattern. Complete meals must be delivered as a unit with or without milk.
- (l) The term "Bulk Meals" means foods are prepared, identical items packaged together, and shipped in bulk. The agency must assemble meals to make a unitized meal.

SECTION C, PAGE 2

Other terms shall have the meanings ascribed to them in the CACFP, 7 *CFR*, Part 226 and or SFSP as set forth in 7 *CFR*, Part 225.

2. Submission of Bids

- (a) 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 own risk.
- (b) Bids shall be executed and submitted in triplicate with one copy being marked "original". If accepted, this material will become a part of the contract and one copy of the accepted bid/contract will be forwarded to the successful bidder with the notice of award. The copy marked "original" shall be governing should there be a variance between that "original" copy of the bid and other copies submitted by the bidder. No changes in the specifications or general conditions as presented by the agency herein are allowed. Cross-outs on this bid shall be initialed by the bidder prior to submission.
- (c) A copy of a current state or local health certificate for the food preparation facilities shall be submitted with the bid.
- (d) Bids must include an Independent Price Determination, No Sanctions, and Drug Free Workplace Certification.
- (e) Bid bonds and performance bonds must be obtained only from surety companies listed in the current Department of the Treasury Circular 570.

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

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/due date and with sufficient time allowed for a reply to reach all bidders before bid opening/due date. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an 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.

SECTION C, PAGE 3

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. 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.

6. Time for Receiving Bids

Bids shall be deposited at the address specified on the IFB of the agency no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

7. Errors in Bids

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

8. Award of Contract

- a) The contract will be awarded to the responsive and responsible bidder whose bid will be most advantageous to the agency as in an RFP with price, and other factors considered or for sealed bids to the lowest bidder, responsive, and responsible, 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 agency reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received when there are sound documented business reasons in the best interest of the program.
- (c) The agency 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 unable to perform the contract.

9. 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 the award is made and it was sent by registered or certified mail, no 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).

SECTION C, PAGE 4

- (b) Any modification or withdrawal of a bid is subject to the same conditions as in (a). A bid may also be withdrawn in person by a bidder or a bidder's authorized representative, provided that person's identity is made known and s/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 postmark. If the date on the postmark is illegible, 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.)
- (d) Notwithstanding the above, a late modification of an otherwise successful bid that makes its terms more favorable to the agency will be considered at any time it is received and may be accepted.

SECTION D

SCOPE OF SERVICES

1. The agency shall provide the vendor with a list of approved serving locations to be furnished meals by the vendor and the number of meals, by type, to be delivered to each location (Schedule A).
2. The contractor agrees to deliver **unitized** or **bulk**¹ meals _____² of milk to locations set in the Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
3. All meals furnished for the program under this contract must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof. All yields of cooked and uncooked products shall conform to yields identified in the USDA's Food Buying Guide.
4. The meals served under the contract shall conform to the cycle menus upon which the contract was based, and to menu changes agreed upon by the agency and vendor.
5. The contractor agrees to furnish meals for the program in accordance with the appropriate program's meal pattern and the menu cycle that appears in Schedule C, attached hereto and made a part hereof.
6. The contractor shall furnish meals for the programs as ordered by the Agency during the period of _____³ to _____³.
7. The contractor shall furnish meals for the programs as ordered by the agency _____⁴ days a week.



¹ Delete non-applicable meal service type.

² Insert "inclusive" or "exclusive" as applicable.

³ Agency shall insert contract commencement date and expiration date (cannot exceed one year).

⁴ Agency shall insert appropriate number of serving days.

SECTION E

UNIT PRICE SCHEDULE AND INSTRUCTIONS

Unit Price Schedule

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in Schedules B and C for meals to be delivered to all of the centers stated in **Schedule A**. (See the example on the next page.)

A. Meal Type ¹		B. Estimated Servings Per Day ²	C. Estimated Number of Serving Days ³	D. Unit Price ⁴	E. Total Price ⁵
Breakfast	SFSP				
	CACFP				
A.M. Snack	SFSP				
	CACFP				
Lunch	SFSP				
	CACFP				
P.M. Snack	SFSP				
	CACFP	50	160		
Supper	SFSP				
	CACFP				
Evening Snack	SFSP				
	CACFP				

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 agency during the term of the contract, secure all of the identified meals from the successful bidder, and such contract shall bind the bidder/contractor to perform all such work ordered by the agency at prices specified in the contract. Award will be made to a single responsive and responsible bidder on the basis of the lowest aggregate cost to the agency. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

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

Instructions for completion of the Unit Price Schedule: (See the example on the next page.)

- ¹ The agency shall indicate which meal types the contractor will be providing meals for during the contract period (strike-out extraneous meal types in Column A). If unitized meals will be required, the agency must indicate so by placing "unitized meal" in parenthesis after the meal type.
- ² The agency shall fill in the estimated number of meals that will be served each day (Column B) by meal type during the contract period.
- ³ The agency shall fill in the number of anticipated operating days that meals will be served (Column C) during the contact period.
- ⁴ The bidder shall insert the appropriate unit price (Column D) for each meal type indicated by the agency.
- ⁵ The bidder shall calculate the total price (Column E) by multiplying B x C x D.

SECTION E, PAGE 2

EXAMPLE

A. Meal Type¹		B. Estimated Servings Per Day²	C. Estimated Number of Serving Days³	D. Unit Price⁴	E. Total Price⁵
Breakfast	SFSP				
	CACFP				
A.M. Snack	SFSP				
	CACFP				
Lunch	SFSP				
	CACFP				
P.M. Snack	SFSP				
	CACFP				
Supper	SFSP				
	CACFP				
Evening Snack	SFSP				
	CACFP				

Instructions for completion of the Unit Price Schedule:

- ¹ The agency shall indicate which meal types the contractor will be providing meals for during the contract period (strike-out extraneous meal types in Column A). If unitized meals will be required, the agency must indicate so by placing "unitized meal" in parenthesis after the meal type.
- ² The agency shall fill in the estimated number of meals that will be served each day (Column B) by meal type during the contract period.
- ³ The agency shall fill in the number of anticipated operating days that meals will be served (Column C) during the contact period.
- ⁴ The bidder shall insert the appropriate unit price (Column D) for each meal type indicated by the agency.
- ⁵ The bidder shall calculate the total price (Column E) by multiplying B x C x D.

SECTION F

CONTRACT PROVISIONS AND SPECIFICATIONS

1. Requirements Contract

- (a) This is a requirements contract for services specified in the Sections and Schedules 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 Agency's requirements for services set forth in the Sections and Schedules do not result in orders in the amounts or quantities described as "estimated" in the Sections and Schedules, such event shall not constitute the basis for an equitable price adjustment under this contract.
- (b) The agency 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 agency may issue orders that provide for delivery or performance at multiple destinations.
- (d) The agency 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 Sections and Schedules will be dependent upon the needs and requirements of the agency.
- (e) Regulatory or guidance changes prescribed by the USDA or CDE, during the duration of this contract, shall be considered a basis for renegotiation with prior approval and agreement from CDE, of the terms and conditions of the contract between the agency and the contractor. Authority for such renegotiation must be requested from CDE, in writing by the agency, prior to the commencement of any such renegotiation.

2. Pricing

Pricing shall be on the numbers described in Section E, "Unit Price Schedule". All bidders must submit bids on the same menu cycle provided by the agency unless the Agency is requesting a menu as part of the RFP. Bid prices must include the price of food, milk (if applicable), packaging, transportation, and all other related costs (e.g., condiments, utensils, etc.) that are essential to the content of the food service.

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 licensing certification that facilities meet all applicable state and local health, safety, and sanitation standards.
- (c) Previous experience performing services similar in nature and scope.
- (d) Other factors such as transportation capability, sanitation, and packaging.
- (e) With RFPs, specific criteria identified in the request for an added point value as enclosed in this IFB.

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

SECTION F, PAGE 2

4. Unit Prices

The unit prices of each meal type that the bidder agrees to furnish must be written in ink or typed in the blank space provided in Section E of the Unit Price Schedule, including proper packaging as required in the specifications, and the costs of delivery to the designated sites. Unit prices shall include taxes; but, any charges or taxes that are required to be paid under future laws must be paid by the bidder at no additional charge to the agency.

5. Meal Orders

The agency will order meals on _____¹ 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 center and each type of meal. The agency reserves the right to increase or decrease the number of meals ordered on a 48² hour notice (or less if mutually agreed upon between the parties to this contract).

6. Menu-cycle Change Procedure

Meals shall be delivered in accordance with the menu cycle which appears in Schedule C. Deviation from this menu cycle shall be permitted only upon authorization of the agency. When an emergency situation prevents the contractor from delivering a specified meal component, the contractor shall notify the agency immediately so substitutions can be agreed upon. The agency reserves the right to periodically suggest menu changes that are within the contractor's food cost.

7. Noncompliance

The agency reserves the right to inspect and determine the quality of food delivered and reject any meals that 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 agency 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 agency or agency representative inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

8. Title III C Assurance

The Contractor assures the agency that no Title III C funds will be applied to the cost of the meals furnished for the program under this contract.

¹ Indicate the day of the week orders for the next week will be placed.

² Timeframe should be no longer than 24 hours.

SECTION F, PAGE 3

9. Specifications

(a) Packaging

- (1) Hot Meal Unit packaging shall be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher.
- (2) Cold Meal Unit or Unnecessary-to-heat Container and overlay shall be plastic or paper and non-toxic.
- (3) Cartons—each carton shall be labeled and the label shall include:
 - A. The processor's (plant) name and address
 - B. Item identity and meal type
 - C. Date of production
 - D. Quantity of individual units per carton
- (4) Meals shall be delivered with the following non-food items: condiments, straws, napkins, single service ware, etc.³

(b) Food Preparation

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

(c) Food Specifications

Bids are to be submitted using the enclosed cycle menu(s) (Schedule C) and shall include, at a minimum, the portions specified by the USDA for each meal, which are included in SFSP Schedule B of this IFB. Vendors must provide meals according to the enclosed SFSP Meal Pattern and the current CACFP Meal Pattern (Schedule B). Effective October 1, 2017, vendors will be required to provide meals according to the enclosed SFSP Meal Pattern (Schedule B) and the new USDA CACFP Infants, Child, and Infants Meal Patterns.

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

(d) Product Specifications

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

Note: In CACFP, only low-fat (1 percent) or nonfat milk can be served to individuals two years and older.

³ The agency shall insert or delete non-food items that are necessary for the meal to be eaten.

SECTION G

GENERAL CONDITIONS

1. Delivery Requirements

- (a) Deliveries shall be made by the contractor to each center listed on the attached **Schedule A** in accordance with the order from the agency.
- (b) Meals shall be delivered, unloaded, and placed in the designated center daily by the contractor's personnel at each of the locations and times listed on the **Schedule A**.
- (c) The contractor shall be responsible for the delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during the transportation and delivery of all food to insure the wholesomeness of food at delivery in accordance with state or local health codes.
- (d) The agency reserves the right to add or delete centers. This shall be done by amendment of the **Schedule A**. The agency shall notify the contractor of such amendments to the **Schedule A** not less than one week prior to the required date of service. Any changes in transportation costs that occur as a result of adding or deleting centers shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that center.

2. Supervision and Inspection

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. Record Keeping

- (a) Transport records must be prepared by the contractor—one for the contractor, one for center personnel, and one for the agency. Transport records must be itemized to show the number of meals of each type delivered to each center. Designees of the agency at each center will check the adequacy of the delivery and the meals before signing the delivery ticket. Invoices shall be accepted by the agency only if they accurately represent the transport records signed by the agency's designee at the center.
- (b) The contractor shall maintain records supported by transport records, purchase orders, and 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 the agency submits to CDE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for inspection and audit by representatives of CDE, the USDA, the agency, and the Controller General of the United States at any reasonable time and place.

SECTION G, PAGE 2

4. Method of Payment

The contractor shall submit its itemized invoice to the agency _____.¹ Each invoice shall give a detailed breakdown of the number of meals delivered and signed for at each center during the preceding _____.² 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 center representative of the agency.

5. Inspection of Facility

- (a) The agency, CDE, and the USDA 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 the 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 USDA 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 prepared, transported, and delivered. 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.

6. Insurance³

7. Availability of Funds

The agency shall have the option to cancel this contract if the federal government withdraws funds to support the CACFP and or SFSP. It is further understood that, in the event of cancellation of the contract, the agency shall be responsible for meals that have already been assembled and or delivered in accordance with this contract.

8. Number of Meals and Delivery Times

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

¹ Insert weekly, biweekly, or monthly as applicable.

² Insert week, two weeks, or month to correspond to the previous footnote.

³ Agencies may insert their own insurance or bonding requirements or specifications as applicable.

SECTION G, PAGE 3

9. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the agency of the following: (a) the impossibility of on-time delivery; (b) the circumstance(s) precluding delivery; and (c) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than _____⁴ hour(s) after specified mealtime. Emergency circumstances at the center precluding utilization of meals are the concern of the agency. The agency may cancel orders provided it gives the contractor at least _____⁵ hours' notice. Adjustments for emergency situations affecting the contractor's ability to deliver meals or the agency's ability to utilize meals for periods longer than 24 hours will be mutually worked out between the contractor and the agency.

10. Termination for Cause or Convenience

- (a) The agency reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The agency shall notify the contractor of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and failed to take immediate corrective action, the agency shall have the right upon a 30-day written notice to terminate the contract. The contractor shall be liable for any damages incurred by the agency. The agency shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- (b) The agency reserves the right to terminate this contract for convenience.
- (c) The agency shall by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the agency that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employee of the agency, with a view toward securing the 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 agency makes such findings shall be in issue and may be reviewed in any competent court.
- (d) In the event this contract is terminated as provided in paragraph (c) hereof, the agency 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 10 times the cost incurred by the contractor in providing any such gratuities to any such officer or employee.
- (e) The rights and remedies of the agencies 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. Subcontracts and Assignments

The contractor shall not subcontract with any other contractor 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 agency, this contract or any interest therein. In the event of any assignment, the contractor shall remain liable to the agency as principal for the performance of all the contractor's obligations under this contract.

⁴ Timeframe should be no longer than two hours.

⁵ Timeframe should be no longer than 48 hours.

SECTION G, PAGE 4

12. Equal Opportunity

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (Title 41, Code of Federal Regulations, Chapter 60).

During the performance of this contract, the contractor agrees as follows:

Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with vendor's performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in any Child Nutrition Program.

The contractor will take affirmative action to ensure that the evaluation and treatment of his/her employees and applicants for employment are free of such discrimination. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code*, Section 12900 et seq.) and the applicable regulations promulgated thereunder (*California Administrative Code*, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code*, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the *California Administrative Code* are incorporated into this contract by reference and made a part hereof as if set forth in full. The contractor and the contractor's subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375, and by the rules, regulations, and orders of the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

SECTION G, PAGE 4

- (c) In the event of the contractor's noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further state or federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

SECTION H

GENERAL PROVISIONS FOR CONTRACTS EXCEEDING \$150,000

PER 7 *CFR* PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 *UNITED STATES CODE (USC)* 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 *USC* 1368], EXECUTIVE ORDER 11738, AND U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS [TITLE 40, *CODE OF FEDERAL REGULATIONS*, (40 *CFR*) PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS \$150,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED \$150,000.

Clean Air and Water

The contractor agrees as follows:

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 *USC* 1857, et seq., as amended by Public Law 91-604), and all requirements adopted pursuant to Division 26 of the California *Health and Safety Code*, Section 39000, et seq., respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements so specified, and all regulations and guidelines issued thereunder before the award of this contract.
2. To comply with all the requirements of Section 308 of the Federal Water Pollution Control Act (33 *USC* 1251, et seq., as amended by Public Law 92-500) and those adopted pursuant to the Porter-Cologne Water Quality Control Act (California *Water Code*, Division 7, Section 13000, et seq.), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said acts, and all regulations and guidelines issued thereunder before the award of this contract.
3. That no portion of the work required by this contract will be performed at a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
4. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
5. To insert the substance of the provisions of this clause in any nonexempt subcontract including this paragraph.

Energy Policy and Conservation Act (Public Law 94-163)

The contractor agrees to comply with all mandatory standards and policies relating to energy efficiency as contained in the California *Administrative Code*, Title 24, pursuant to the California State energy efficiency conservation plan issued in compliance with Public Law 94-163.

SECTION H, PAGE 2

CLEAN AIR AND WATER CERTIFICATION

PER 7 *CFR* PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 *USC* 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 *USC*1368], EXECUTIVE ORDER 11738, AND EPA REGULATIONS [40 *CFR* PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS \$150,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED \$150,000.

1. The bidder certifies any facility to be utilized in the performance of this proposed contract
has has not
been listed on the EPA List of Violating Facilities.
2. The bidder will promptly notify the agency official, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
3. The bidder will include substantially this certification, in its entirety, in every nonexempt subcontract.

NAME OF CONTRACTOR		
SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR)	TITLE	DATE

SCHEDULE A

INVITATION FOR BID AND CONTRACT (DELIVERY)

SFSP SITES/CACFP CENTERS WHERE THE PROGRAM WILL OPERATE

NAME OF CENTER	ADDRESS AND TELEPHONE NUMBER	AUTHORIZED DESGNEE	TYPES OF MEAL	NUMBER OF EACH MEAL TYPE NEEDED	SERVING TIME FOR MEALS BY TYPE	BEGINNING AND ENDING DATES OF EACH CENTER
Santa Ana Student Center	2121 North Grand Avenue Santa Ana, CA 92705	TBD	Snack	50	TBD	8/26/2019-6/12/19

SCHEDULE B

**CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR INFANTS**

CNIPS #: VENDOR #:A98300

	BIRTH THROUGH THREE MONTHS	AGES FOUR THROUGH SEVEN MONTHS	AGES EIGHT THROUGH ELEVEN MONTHS
BREAKFAST	4 TO 6 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	4 TO 8 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} 0 TO 3 TBSP INFANT CEREAL ^{4,5}	6 TO 8 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} 2 TO 4 TBSP INFANT CEREAL ⁴ 1 TO 4 TBSP FRUIT AND/OR VEGETABLE
LUNCH OR SUPPER	4 TO 6 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	4 TO 8 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} 0 TO 3 TBSP INFANT CEREAL ^{4,5} 0 TO 3 TBSP FRUIT AND/OR VEGETABLE ⁵	6 TO 8 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} 2 TO 4 TBSP INFANT CEREAL ⁴ AND/OR 1 TO 4 TBSP LEAN MEAT, FISH, POULTRY, EGG YOLK, COOKED DRY BEANS OR PEAS OR CHEESE OR (VOLUME) COTTAGE CHEESE OR (WEIGHT) CHEESE FOOD OR CHEESE SPREAD 1 TO 4 TBSP FRUIT AND/OR VEGETABLE
SNACK	4 TO 6 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	4 TO 6 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	2 TO 4 FL OZ BREAST MILK ^{1,2,3} FORMULA ^{1,4} OR FRUIT JUICE ⁶ 0 TO 1/2 SLICE BREAD ^{5,7} OR 0 TO 2 CRACKERS ^{5,7}

- ¹ BREAST MILK OR FORMULA, OR PORTIONS OF BOTH, MAY BE SERVED; HOWEVER, IT IS RECOMMENDED THAT BREAST MILK BE SERVED IN PLACE OF FORMULA FROM BIRTH THROUGH 11 MONTHS.
- ² FOR SOME BREASTFED INFANTS WHO REGULARLY CONSUME LESS THAN THE MINIMUM AMOUNT OF BREAST MILK PER FEEDING, A SERVING OF LESS THAN THE MINIMUM AMOUNT OF BREAST MILK MAY BE OFFERED, WITH ADDITIONAL BREAST MILK OFFERED IF THE INFANT IS STILL HUNGRY.
- ³ ONLY THE INFANT'S MOTHER CAN PROVIDE BREAST MILK.
- ⁴ INFANT FORMULA AND DRY INFANT CEREAL MUST BE IRON FORTIFIED.
- ⁵ A SERVING OF THIS COMPONENT IS REQUIRED ONLY WHEN THE INFANT IS DEVELOPMENTALLY READY TO ACCEPT IT.
- ⁶ FRUIT JUICE MUST BE FULL STRENGTH (100% JUICE) AND OFFERED FROM A CUP, NOT A BOTTLE, TO PREVENT TOOTH DECAY.
- ⁷ MUST BE MADE FROM WHOLE GRAIN OR ENRICHED MEAL OR FLOUR.

CERTIFICATION

I hereby certify that all meals claimed shall meet the minimum requirements set forth in the meal patterns for infants and older children as prescribed by Title 7, Code of Federal Regulations, Section 226.20.

PRINTED NAME OF AGENCY'S AUTHORIZED REPRESENTATIVE	SIGNATURE	DATE
AGENCY NAME		

SCHEDULE B

**CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR OLDER CHILDREN**

CNIPS #:
VENDOR #:

BREAKFAST	AGES ONE THROUGH TWO YEARS	AGES THREE THROUGH FIVE YEARS	AGES SIX THROUGH TWELVE YEARS
MILK, FLUID (2 YEARS AND OLDER MUST BE SERVED 1% OR NON-FAT)	½ CUP	¾ CUP	1 CUP
VEGETABLE, FRUIT, OR FULL-STRENGTH (100%) JUICE	¼ CUP	½ CUP	½ CUP
GRAINS/BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP OR ⅓ OZ ¼ CUP	½ SLICE ½ SERVING ⅓ CUP OR ½ OZ ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ ½ CUP
LUNCH OR SUPPER			
Milk, fluid (2 years and older must be served 1% or NON- FAT)	½ CUP	¾ CUP	1 CUP
VEGETABLE AND/OR FRUIT (TWO OR MORE KINDS)	¼ CUP TOTAL	½ CUP TOTAL	¾ CUP TOTAL
GRAINS/BREAD (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COOKED PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP
MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR ALTERNATE PROTEIN PRODUCTS ***** OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR COOKED DRIED BEANS OR DRIED PEAS * OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS** OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES	1 OZ 1 OZ 1 OZ ¼ CUP OR 2 OZ ½ EGG ¼ CUP 2 TBSP ½ OZ** ½ CUP OR 4 OZ	1½ OZ 1½ OZ 1½ OZ ⅜ CUP OR 3 OZ ¾ EGG ¾ CUP 3 TBSP ¾ OZ** ¾ CUP OR 6 OZ	2 OZ 2 OZ 2 OZ ½ CUP OR 4 OZ 1 EGG ½ CUP 4 TBSP 1 OZ** 1 CUP OR 8 OZ
SNACKS (SELECT TWO OF THESE FOUR COMPONENTS)***			
MILK, FLUID (2 YEARS AND OLDER MUST BE SERVED 1% OR NON-FAT)	½ CUP	½ CUP	1 CUP
VEGETABLE, FRUIT, OR FULL-STRENGTH (100%) JUICE	½ CUP	½ CUP	¾ CUP
GRAINS OR BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP OR ⅓ OZ ¼ CUP	½ SLICE ½ SERVING ⅓ CUP OR ½ OZ ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ ½ CUP
meat/meat alternates LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR ALTERNATE PROTEIN PRODUCTS ***** OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED**** OR COOKED DRIED BEANS OR DRIED PEAS* OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES	½ OZ ½ OZ ½ OZ ⅛ CUP OR 1 OZ ½ EGG ¼ CUP ⅛ CUP 1 TBSP ½ OZ	½ OZ ½ OZ ½ OZ ⅛ CUP OR 1 OZ ½ EGG ¼ CUP ⅛ CUP 1 TBSP ½ OZ	1 OZ 1 OZ 1 OZ ¼ CUP OR 2 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ

* DRIED BEANS OR DRIED PEAS MAY BE USED AS A MEAT ALTERNATE OR AS A VEGETABLE COMPONENT; BUT CANNOT BE COUNTED AS BOTH COMPONENTS IN THE SAME MEAL.
 ** NO MORE THAN 50 PERCENT OF THE REQUIREMENT SHALL BE MET WITH NUTS OR SEEDS. NUTS OR SEEDS SHALL BE COMBINED WITH ANOTHER MEAT/MEAT ALTERNATE TO FULFILL THE REQUIREMENT. TO DETERMINE COMBINATIONS, 1 OZ OF NUTS OR SEEDS IS EQUAL TO 1 OZ OF COOKED LEAN MEAT, POULTRY, OR FISH. ROASTED PEAS CAN COUNT AS A MEAT ALTERNATE OR VEGETABLE COMPONENT, BUT CANNOT BE COUNTED AS BOTH IN THE SAME MEAL.
 *** JUICE CANNOT BE SERVED WHEN MILK IS SERVED AS THE ONLY OTHER COMPONENT.
 **** IF YOGURT IS USED AS THE MEAT COMPONENT IN SNACKS, MILK CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT. COMMERCIALY ADDED FRUIT OR NUTS IN FLAVORED YOGURT CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT IN SNACKS.
 *****MUST MEET THE REQUIREMENTS PER 7 CFR, SECTION 226.20.

**CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR ADULTS**

SCHEDULE B

BREAKFAST	
MILK¹ , FLUID	1 CUP²
VEGETABLE/FRUIT³ , OR FULL-STRENGTH JUICE, OR ANY COMBINATION	½ CUP OR 4 OZ.
GRAINS/BREAD⁴ (WHOLE GRAIN, ENRICHED, OR FORTIFIED): BREAD OR CORNBREAD, ROLLS, MUFFINS, OR BISCUITS OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL OR CEREAL GRAINS OR COOKED PASTA OR NOODLE PRODUCTS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF BREAD/BREAD ALTERNATES	2 SLICES 2 SERVINGS 1 ½ CUPS OR 2 OZ. ⁵ 1 CUP 1 CUP 1 CUP
LUNCH OR SUPPER	
MILK , FLUID (LUNCH ONLY - MILK IS NOT REQUIRED FOR SUPPER)	1 CUP²
VEGETABLE/FRUIT (TWO OR MORE KINDS SERVED AS INDIVIDUAL MENU ITEMS)	1 CUP TOTAL
GRAINS/BREAD (WHOLE GRAIN, ENRICHED, OR FORTIFIED): BREAD OR CORNBREAD, ROLLS, MUFFINS, OR BISCUITS OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL OR CEREAL GRAINS OR COOKED PASTA OR NOODLE PRODUCTS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF BREAD/BREAD ALTERNATES	2 SLICES 2 SERVINGS 1 ½ CUPS OR 2 OZ. 1 CUP 1 CUP 1 CUP
MEAT/MEAT ALTERNATES⁶: LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION) OR CHEESE OR COTTAGE CHEESE, CHEESE FOOD, OR PROCESSED CHEESE SPREAD YOGURT, PLAIN, FLAVORED, OR SWEETENED OR EGGS OR COOKED DRY BEANS, OR PEAS OR PEANUT BUTTER, SOY NUT BUTTER, OTHER NUT, OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, SEEDS, OR WHOLE ROASTED PEAS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF MEAT/MEAT ALTERNATES	2 OZ. 2 OZ. ½ CUP OR 4 OZ. 1 CUP OR 8 OZ. 1 EGG ½ CUP 4 TBSP. 1 OZ. = 50% 2 OZ. TOTAL
SNACK⁷ (SELECT TWO DIFFERENT FOOD COMPONENTS)	
MILK , FLUID	1 CUP²
VEGETABLE/FRUIT , OR FULL-STRENGTH JUICE, OR ANY COMBINATION	½ CUP OR 4 OZ.
GRAINS/BREAD (WHOLE GRAIN, ENRICHED, OR FORTIFIED): BREAD OR CORNBREAD, ROLLS, MUFFINS, OR BISCUITS OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL OR CEREAL GRAINS OR COOKED PASTA OR NOODLE PRODUCTS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF BREAD/BREAD ALTERNATES	1 SLICE 1 SERVING ¾ CUP OR 1 OZ. ½ CUP ½ CUP ½ CUP
MEAT/MEAT ALTERNATES: LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION) OR CHEESE OR COTTAGE CHEESE, CHEESE FOOD, OR PROCESSED CHEESE SPREAD YOGURT, PLAIN, FLAVORED, OR SWEETENED OR EGG OR COOKED DRY BEANS OR PEAS OR PEANUT BUTTER, SOY NUT BUTTER, OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, SEEDS, OR WHOLE ROASTED PEAS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF MEAT/MEAT ALTERNATES	1 OZ. 1 OZ. ¼ CUP OR 2 OZ. ½ CUP OR 4 OZ. 1 EGG ¼ CUP OR 2 OZ. 2 TBSP. 1 OZ. 1 OZ. TOTAL

* PARTICIPANTS MAY BE SERVED LARGER PORTIONS, BUT SHALL NOT BE SERVED LESS THAN THE MINIMUM QUANTITIES SPECIFIED.

1. **MILK:** SERVE 1 CUP (8 OZ.) OF FLUID MILK AS A BEVERAGE OR ON CEREAL. FLUID MILK IS DEFINED AS PASTEURIZED, UNFLAVORED OR FLAVORED, FAT FREE, LOW FAT, REDUCED FAT, OR WHOLE MILK. ACIDIFIED MILK, CULTURED BUTTERMILK, AND LACTOSE-REDUCED MILK MAY ALSO BE SERVED. ALL MILK MUST BE FORTIFIED WITH VITAMINS A AND D, AND MEET STATE AND LOCAL STANDARDS. MILK IS AN OPTIONAL FOOD COMPONENT AT SUPPER.
2. FOR PURPOSES OF THE REQUIREMENTS OUTLINED, A **CUP** MEANS A STANDARD MEASURING CUP, LIQUID OR DRY, AS APPROPRIATE.
3. **VEGETABLE/FRUIT FOR LUNCH OR SUPPER:** SERVE 2 OR MORE KINDS OF VEGETABLE(S) AND/OR FRUIT(S) OR A COMBINATION OF BOTH. FULL-STRENGTH VEGETABLE OR FRUIT JUICE MAY BE COUNTED TO MEET ONLY ONE OF THE TWO-ITEM REQUIREMENTS.
4. **GRAINS/BREADS:** GRAIN PRODUCTS, PASTA NOODLES AND CEREAL GRAINS (SUCH AS RICE, BULGUR OATS, WHEAT OR CORN GRITS) SHALL BE WHOLE-GRAIN OR ENRICHED; CORNBREAD, BISCUITS, ROLLS, MUFFINS, ETC., SHALL BE WHOLE-GRAIN, ENRICHED, OR FORTIFIED.

 A BREAD SERVING IS 1 SLICE OF BREAD, EQUIVALENT TO 25 GRAMS (0.9 TO 1 OZ) IN WEIGHT. INSTRUCTIONS FOR DETERMINING THE APPROPRIATE SERVING SIZES FOR GRAIN PRODUCTS SERVED AS BREAD ALTERNATIVES (CRACKERS, PANCAKES, BULGUR, ETC.) ARE FOUND IN THE *USDA FOOD BUYING GUIDE*. ALSO, SEE MANAGEMENT BULLETIN 97-305, ISSUED AUGUST 1997.
5. **QUANTITY OF DRY CEREAL:** TO MEASURE DRY CEREAL, USE EITHER VOLUME (CUP) OR WEIGHT (OZ) WHICHEVER IS LESS.
6. **MEAT/MEAT ALTERNATES:** THE MEAT/MEAT ALTERNATE COMPONENT GROUP IS AN OPTION AT THE BREAKFAST MEAL. NO MORE THAN 50 PERCENT OF THE REQUIREMENT SHALL BE MET WITH NUTS OR SEEDS. NUT OR SEED BUTTER MAY SATISFY 100 PERCENT OF THE REQUIREMENT. WHOLE NUTS OR SEEDS SHALL BE COMBINED WITH ANOTHER MEAT/MEAT ALTERNATE TO FULFILL THE REQUIREMENT. WHEN DETERMINING COMBINATIONS, 1 OZ OF NUTS OR SEEDS IS EQUAL TO 1 OZ OF COOKED LEAN MEAT, POULTRY, OR FISH; ¼ CUP OF COTTAGE CHEESE IS EQUAL TO 1 OZ OF MEAT ALTERNATE; ½ CUP OF YOGURT IS EQUAL TO 1 OZ OF MEAL/MEAT ALTERNATE.
7. **SNACKS:** SERVE FROM TWO OF THE FOUR COMPONENT FOOD GROUPS. FRUIT/VEGETABLE IS CONSIDERED A SINGLE COMPONENT; THUS, A SERVING OF FRUIT PLUS A SERVING OF VEGETABLE AT THE SAME SNACK WILL **NOT** MEET THE REQUIREMENT. JUICE (FRUIT OR VEGETABLE) MAY BE SERVED WITH MILK IN THE SAME SNACK SERVICE TO MEET THE REQUIREMENT FOR TWO COMPONENTS.

CERTIFICATION

I CERTIFY THAT THE AGENCY AND THE VENDOR WILL COMPLY WITH ALL MEAL AND COMPONENT REQUIREMENTS SET FORTH IN THE FEDERAL REGULATIONS, 7 CFR, PART 226 AND OUTLINED ABOVE. I UNDERSTAND THAT THE VENDOR MAY NOT BE PAID FOR ANY MEAL PROVIDED THAT DOES NOT MEET THESE REQUIREMENTS AS STATED IN THE AGREEMENT TO FURNISH FOOD SERVICE, UNDER ITEM 9 OF THE VENDOR PROVISIONS.

FOR AGENCY BY:	DATE
FOR CONTRACTOR BY:	DATE

SCHEDULE C

MENU CYCLE – DAYS 1 THROUGH 5

COMPONENTS	SERVING SIZE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
Breakfast Grain/bread Vegetable/Fruit Milk, fluid Other						
A.M. Snack Meat/meat alternate Grain/bread Vegetable/Fruit Milk, fluid Other						
Lunch Meat/meat alternate Grain/bread Vegetable/Fruit (two or more kinds) Milk, fluid Other						
P.M. Snack Meat/meat alternate Grain/bread Vegetable/Fruit Milk, fluid Other						
Supper Meat/meat alternate Grain/bread Vegetable/Fruit (two or more kinds) Milk, fluid Other						

SCHEDULE C, PAGE 2

MENU CYCLE – DAYS 6 THROUGH 11

FOOD COMPONENTS	SERVING SIZE	DAY 6	DAY 7	DAY 8	DAY 9	DAY 10	DAY 11
Breakfast Grain/bread Vegetable/Fruit Milk, fluid Other							

FOOD COMPONENTS	SERVING SIZE	DAY 6	DAY 7	DAY 8	DAY 9	DAY 10	DAY 11
A.M. Snack Meat/meat alternate Grain/bread Vegetable/Fruit Milk, fluid Other							
Lunch Meat/meat alternate Grain/bread Vegetable/Fruit (two or more kinds) Milk, fluid Other							
P.M. Snack Meat/meat alternate Grain/bread Vegetable/Fruit Milk, fluid Other							
Supper Meat/meat alternate Grain/bread Vegetable/Fruit (two or more kinds) Milk, fluid Other							

SCHEDULE C, PAGE 3 — ADULT DAY CARE FOOD PROGRAM ONLY

CHILD MEAL PATTERN

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

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

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

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

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

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

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

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

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