

Formal Solicitation for Catered Meal Service

Invitation for Bid

Child and Adult Care Food Program FY 2022-2023

Child and Family Service

Head Start and Early Head Start
Programs

91-1841 Fort Weaver Road
Ewa Beach, Hawaii, 96706

Phone: 808.720.7407

Web site: www.childandfamilyservice.org

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Section 1: Introductory Materials

1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is for **Child and Family Service** to obtain competitive prices for catered meal services for children participating in the Child Care Food Program (CCFP).

1.2 Scope of Services

The scope of services for this solicitation is to provide meals to the sites identified in the Delivery Schedule, **Schedule A** in this ITB. Meals will be delivered as scheduled in accordance with all quote specifications and Attachments regarding this solicitation.

1.3 Definitions:

- (a) 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 a part of the contract upon acceptance by the agency, review by HCNP, and execution of the contractual agreement.
- (b) The term "Bid" means an offer to perform the work described in the IFB at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- (c) The term "Bidder" means a food service management company submitting a bid in response to this IFB.
- (d) The term "Contractor" means the food service management company to whom the bid is awarded and with whom the contractual agreement is executed.
- (e) The term "HCNP" means the Hawaii Child Nutrition Program.
- (f) 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.
- (g) The term "Agency" means the CACFP Agency that issues this IFB.
- (h) The term "Program" means the CACFP as set forth in 7 *CFR*, Part 226.
- (i) The term "Unitized Meal" means an individual pre-portioned 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.
- (j) The term "Bulk packaging" means food not pre-portioned consisting of a combination of bulk foods which meeting the complete meal requirements, delivered in bulk to be portioned out by the Agency, with or without milk.
- (k) All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the State Agency determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the SA may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the SA has evidence which indicates that this requirement is necessary to ensure compliance with 7 *CFR* 226.20.

Section 2: Procurement Process, Schedule, and Constraints

2.1 Procurement Contact

The Procurement Contact assigned to this solicitation is:

Child and Family Service
Khenalyn Santos
91-1841 Fort Weaver Road
Ewa Beach, Hawaii 96706
ksantos@cfs-hawaii.org
808-720-7407 or 757-419-1702

2.2 Restrictions on Communications

Responsive Bidders to this solicitation or persons acting on their behalf may not contact the Institution or Facility, between the release of the solicitation and the end of the 72-hour period following the Institution or Facility's notice of intended award concerning any aspect of this solicitation, except in writing to the Procurement Contact listed in **Section 2.1**, above. Violation of this provision may be grounds for rejecting a Bid.

2.3 Term

It is anticipated that the Contract resulting from this ITB will be for a one-year period starting July 1, 2022 or the Contract execution date, whichever is later, subject to renewal as identified in **Section 2.4**. The Contract resulting from this ITB is contingent upon availability of funds.

2.4 Renewal

The Contract resulting from this solicitation may be renewed. Renewals may be made on a yearly basis for no more than four years beyond the initial contract. Renewals must be in writing, subject to the same terms and conditions set forth in the initial Contract and any new or additional terms and conditions as required by the CCFP. Renewals are by a mutual agreement and contingent upon satisfactory performance and availability of funds. For more information on renewals, please see the Renewal Requirements for Catered Meal Service.

2.5 Timeline

<u>EVENT</u>	<u>DATE</u>	<u>LOCATION</u>
ITB Advertised / Released	<u>4/22/2022</u> (Date)	<u>91-1841 Fort Weaver Road</u> <u>Ewa Beach HI 96706</u> (Address of Institution or Facility)
Questions Submitted in Writing	Must be received PRIOR TO: <u>4/29/2022</u> (Date) 4:00 PM (Time)	Submit to: <u>Child & Family Service</u> Attention: <u>Khenalyn Santos</u> 91-1841 Fort Weaver Road <u>Ewa Beach HI 96706</u> Email: <u>ksantos@cfs-hawaii.org</u>
Answers to Questions	PRIOR TO Bid Opening: <u>5/6/2022</u> (Date)	Answers to questions will be submitted in writing to all Bidders.
Sealed Bids Due and Opened	Must be received PRIOR TO: <u>5/20/2022</u> (Date) 4:00 PM (Time)	Submit to: <u>Child & Family Service</u> Attention: <u>Khenalyn Santos</u> 91-1841 Fort Weaver Road <u>Ewa Beach HI 96706</u> Email: <u>ksantos@cfs-hawaii.org</u>
Anticipated Notice of Intent to Award	Must be AFTER Institution or Facility receives CACFP Approval <u>6/7/2022</u> (Date)	The responsive, responsible Bidder will be notified by phone or in writing.

2.6 Questions

Questions related to this solicitation must be received, in writing, by the Procurement Contact identified in **Section 2.1**, within the time indicated in the Timeline, **Section 2.5**. Verbal questions or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the Timeline will be provided in writing to all Responsive Bidders.

2.7 Basis of Award

- a. The contract will be awarded to the responsive and responsible bidder whose bid will be most advantageous to the agency, 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 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.
- d. Multiple awards may be made if a single Bidder is unable to service all locations.

2.8 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).
- 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 3: Instructions for Bid Submittal

3.1 Instructions for Submittal

- (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 IFB 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. Please also submit an electronic copy of the bid via email to Khenalyn Santos, ksantos@cfs-hawaii.org, if possible.
- (c) 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
- (d) A copy of a current state or local food permit for the food preparation facilities shall be submitted with the bid.
- (e) Bids must include an Independent Price Determination, No Sanctions, Anti- Lobbying, Drug Free Workplace Certification and Procurement of recovered materials.

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

3.2 Cost of Preparation

Neither the Institution or Facility nor the CACFP is liable for any costs incurred by a Responsive Bidder in responding to this solicitation.

3.3 Price Schedule, (Mandatory Requirement)

Responsive Bidders must fill out the Unit Price Schedule, **Section 3.5**, as indicated, and return it with their Bid.

3.4 Mandatory Requirements

1. The contractor agrees to deliver **bulk** meals to locations set in the **Schedule A**, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation. (Does not apply to outside-school-hours care centers.)
2. The contractor agrees to deliver **bulk** milk 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 contractor agrees to furnish meals for the program in accordance with the menu cycle that appears in **Schedule D**, attached hereto and made a part hereof.
5. The contractor shall furnish meals for the program as ordered by the Agency during the period of July 1, 2022 to June 30, 2023.
6. The contractor shall furnish meals for the program as ordered by the agency 5 days a week.

3.5 Unit Price Schedule and Instructions

UNIT PRICE SCHEDULE AND INSTRUCTIONS

Unit Price Schedule – Early Head Start Infant and Toddler Center – Lihue, Kauai

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in **Schedules B and D** 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	10	230		
A.M. Snack				
Lunch	10	230		
P.M. Snack				
Supper				
Evening Snack				

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.

UNIT PRICE SCHEDULE AND INSTRUCTIONS

Unit Price Schedule – Early Head Start Infant and Toddler Center – Consuelo Cottage, Ewa Beach, Oahu

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in **Schedules B and D** 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	10	230		
A.M. Snack				
Lunch	10	230		
P.M. Snack				
Supper				
Evening Snack				

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.

UNIT PRICE SCHEDULE AND INSTRUCTIONS

Unit Price Schedule – Head Start – Kapaa, Kauai

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in **Schedules B and D** 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	24	170		
A.M. Snack				
Lunch	24	170		
P.M. Snack				
Supper				
Evening Snack				

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.

UNIT PRICE SCHEDULE AND INSTRUCTIONS

Unit Price Schedule – Head Start – Lihue, Kauai

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in **Schedules B and D** 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	24	170		
A.M. Snack				
Lunch	24	170		
P.M. Snack				
Supper				
Evening Snack				

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.

UNIT PRICE SCHEDULE AND INSTRUCTIONS

Unit Price Schedule – Head Start – Koloa, Kauai

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in **Schedules B and D** 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	20	160		
A.M. Snack				
Lunch	20	160		
P.M. Snack				
Supper				
Evening Snack				

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.

UNIT PRICE SCHEDULE AND INSTRUCTIONS

Unit Price Schedule – Head Start – Kekaha, Kauai

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in **Schedules B and D** 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	20	160		
A.M. Snack				
Lunch	20	160		
P.M. Snack				
Supper				
Evening Snack				

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.

EXAMPLE

A. Meal Type¹	B. Estimated Servings Per Day²	C. Estimated Number of Serving Days³	D. Unit Price⁴	E. Total Price⁵
Breakfast	80	180	\$2.28.	\$32,832.00
A.M. Snack				
Lunch	100	180	\$4.15	\$74,700.00
P.M. Snack	80	180	\$1.00	\$14,400.00
Supper (Unitized Meal)				
Evening Snack				
			TOTAL VALUE	\$121,932.00

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 4: Contract Provisions and Specifications

4.1 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. The institution shall provide the FSMC with a list of SA approved child care centers, day care homes, adult day care centers, and outside-school- hours care centers to be furnished meals by the FSMC, and the number of meals, by type, to be delivered to each location, as described in **Schedule A**. 7CFR 226.6 (i)(1).
- (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 HCNP, during the duration of this contract, shall be considered a basis for renegotiation with prior approval and agreement from HCNP, of the terms and conditions of the contract between the agency and the contractor. Authority for such renegotiation must be requested from HCNP, in writing by the agency, prior to the commencement of any such renegotiation.
- (f) Any deviations from this contract template will require prior approval by your assigned CACFP specialist.

4.2 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. 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.

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

4.4 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.

The rates for meals, including snacks, served in childcare centers, emergency shelters, at-risk afterschool care centers, adult day care centers and outside-school-hours care centers will be adjusted annually, on the basis of changes in the series for food away from home of the Consumer Price Index for All Urban Consumers published by the Department of Labor.

4.5 Meal Orders 7 CFR 226.6(i)(9)

Increases and decreases in the number of meal orders may be made by the institution, as needed, within a prior notice period mutually agreed upon in the contract.

The agency will order meals daily preceding the day of delivery. The agency reserves the right to increase or decrease the number of meals ordered on a 3-hour notice (or less if mutually agreed upon between the parties to this contract).

4.6 Menu-cycle Change Procedure

Meals shall be delivered on a daily basis in accordance with the menu cycle which appears in Schedule D. 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.

4.7 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.

4.8 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.

4.9 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 on the menu cycle included as D and shall include, at a minimum, the portions specified by the USDA for each meal, which are included in Schedule B of this IFB.

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: only low fat (1 percent) or non-fat milk can be served to individuals two years and older. Whole white milk must be served to individuals under two years of age.

Processed Food Items need to have a Child Nutrition Label or a Certified Product Formulation Statement in order for the food item to be creditable towards the meal pattern.

Section 5: General Conditions

5.1 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.

5.2 Supervision and Inspection 7CFR 226.6(i)(3)

The foods service management company shall have Federal, State, or local health certification for the plant in which it proposes to prepare meals for the use in the Program, and it shall ensure that health and sanitation requirements are met at all times. In addition, the State Agency may require the food service management company to 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. These bacteria 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 prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the institution and to the State Agency.

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.

5.3 Record Keeping 7CFR 226. (i)(2)

- (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. See Schedule C for delivery template.
- (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 food service management company shall maintain such records (supported by invoices, receipts or other evidence) as the institution will need to meet its responsibilities under this part, and shall promptly submit invoices and delivery reports to the institution no less frequently than monthly.
- (d) 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 HCNP 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 HCNP, the USDA, the agency, and the Controller General of the United States at any reasonable time and place.

5.4 Method of Payment

The contractor shall submit its itemized invoice to the agency Child and Family Service. Each invoice shall give a detailed breakdown of the number of meals delivered and signed for at each center during the

preceding 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 center representative of the agency.

5.5 Inspection of Facility

- (a) The agency, HCNP, 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.

5.6 Insurance/Bond

Offer Guaranty (bid bond) shall be the part of the contractor for 5% percent of the contract price per 2CFR 200.325

5.7 Availability of Funds

The agency shall have the option to cancel this contract if the federal government withdraws funds to support the CACFP. 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.

5.8 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.

5.9 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 1_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 3_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.

5.10 Termination

- (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 has not taken immediate corrective action, the agency shall have the right upon written notice to immediately terminate the contract and 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 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.

(c) In the event this contract is terminated as provided in paragraph (b) 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.

(d) The contract may be terminated for convenience by either party by written notification provided to the other party at least sixty (60) days prior to the date of proposed termination.

(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.

5.11 Subcontracts and Assignments

The contractor shall not subcontract with any other contractor for the meal 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.

5.12 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:

(a) The contractor will not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, national origin, or sex.

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.

(b) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(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.

GENERAL PROVISIONS FOR CONTRACTS EXCEEDING \$250,000

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 \$250,000.

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 in compliance with Public Law 94-163.

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.

PRINTED NAME OF AUTHORIZED AGENT (CONTRACTOR)	CONTRACTOR'S LEGAL BUSINESS NAME	
SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR)	TITLE	DATE

SCHEDULE A

INVITATION FOR BID AND CONTRACT (DELIVERY)

SITES WHERE THE PROGRAM WILL OPERATE

NAME OF CENTER	ADDRESS AND TELEPHONE NUMBER	AUTHORIZED DESIGNEE	TYPES OF MEALS	NUMBER OF EACH MEAL TYPE NEEDED	DELIVERY TIME FOR EACH MEAL TYPE	BEGINNING AND ENDING DATES OF PROGRAM AT EACH CENTER
Early Head Start Infant and Toddler Center at Consuelo Cottage	91-1841 Fort Weaver Road, Ewa Beach, Hawaii, 96706	Teacher or Classroom Aide	Breakfast Lunch	10	Breakfast – 8:00am Lunch – 11:00am	July – June
Early Head Start Infant and Toddler Center in Lihue*	3343 Kanakolu Street, Lihue, Hawaii 96766	Teacher or Classroom Aide	Breakfast Lunch	10	Breakfast – 8:00am Lunch – 11:00am	July – June <i>*This site is not open yet and is tentatively scheduled to open in December 2022</i>
Lihue Head Start Preschool	3343 Kanakolu Street, Lihue, Hawaii 96766	Teacher or Classroom Aide	Breakfast Lunch	24	Breakfast – 8:00am Lunch – 11:00am	August – June
Kapaa Head Start Preschool	4886 Kawaihau Road, Kapaa, Hawaii 96746	Teacher or Classroom Aide	Breakfast Lunch	24	Breakfast – 8:00am Lunch – 11:00am	August - June
Koloa Head Start Preschool	3223 Poipu Road, Koloa, Hawaii 96756	Teacher or Classroom Aide	Breakfast Lunch	20	Breakfast – 8:00am Lunch – 11:00am	August – May
Kekaha Head Start Preschool	8563 Elepaio Road, Kekaha, Hawaii 96752	Teacher or Classroom Aide	Breakfast Lunch	20	Breakfast – 8:00am Lunch – 11:00am	August – May

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

Breakfast	
Birth through 5 months	6 through 11 months
4-6 fluid ounces breastmilk ¹ or formula ²	6-8 fluid ounces breastmilk ¹ or formula ² ; and 0-4 tablespoons infant cereal ^{2,3} meat, fish, poultry, whole egg, cooked dry beans, or cooked dry peas; or 0-2 ounces of cheese; or 0-4 ounces (volume) of cottage cheese; or 0-8 ounces or 1 cup of yogurt ⁴ ; or a combination of the above ⁵ ; and

- ¹ Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.
- ² Infant formula and dry infant cereal must be iron-fortified.
- ³ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.
- ⁴ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- ⁵ A serving of this component is required when the infant is developmentally ready to accept it.
- ⁶ Fruit and vegetable juices must not be served.

CHILD AND ADULT CARE FOOD PROGRAM MEAL PATTERN FOR INFANTS

Lunch and Supper	
Birth through 5 months	6 through 11 months
4-6 fluid ounces breastmilk ¹ or formula ²	6-8 fluid ounces breastmilk ¹ or formula ² ; and 0-4 tablespoons infant cereal ^{2,3} meat, fish, poultry, whole egg, cooked dry beans, or cooked dry peas; or 0-2 ounces of cheese; or 0-4 ounces (volume) of cottage cheese; or 0-8 ounces or 1 cup of yogurt ⁴ ; or a combination of the above ⁵ ; and

¹ Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

² Infant formula and dry infant cereal must be iron-fortified.

³ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁴ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁵ A serving of this component is required when the infant is developmentally ready to accept it.

⁶ Fruit and vegetable juices must not be served.

CHILD AND ADULT CARE FOOD PROGRAM MEAL PATTERN FOR INFANTS

Snack	
Birth through 5 months	6 through 11 months
4-6 fluid ounces breastmilk ¹ or formula ²	2-4 fluid ounces breastmilk ¹ or formula ² ; and 0-½ slice bread ^{3,4} ; or 0-2 crackers ^{3,4} ; or 0-4 tablespoons infant cereal ^{2,3,4} or ready-to-eat breakfast cereal ^{3,4,5,6} ; and 0-2 tablespoons vegetable or

- ¹ Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.
- ² Infant formula and dry infant cereal must be iron-fortified.
- ³ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.
- ⁴ A serving of grains must be whole grain-rich, enriched meal, or enriched flour.
- ⁵ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams sucrose and other sugars per 100 grams of dry cereal).
- ⁶ A serving of this component is required when the infant is developmentally ready to accept it.
- ⁷ Fruit and vegetable juices must not be served.

+CACFP INFANT MEAL PATTERN REQUIREMENTS:
[HTTP://WWW.FNS.USDA.GOV/SITES/DEFAULT/FILES/CACFP/CACFP_INFANTMEALPATTERN.PDF](http://www.fns.usda.gov/sites/default/files/cacfp/cacfp_infantmealpattern.pdf)

CERTIFICATION		
<i>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.</i>		
<small>PRINTED NAME OF AGENCY'S AUTHORIZED REPRESENTATIVE</small>	<small>SIGNATURE</small>	<small>DATE</small>
<small>AGENCY NAME</small>		

CERTIFICATION	
<i>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.</i>	
<small>FOR AGENCY BY:</small>	<small>DATE</small>
<small>FOR CONTRACTOR BY:</small>	<small>DATE</small>

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

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² <small>(at-risk afterschool programs and emergency)</small>
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both⁴	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq)^{5,6,7}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry,				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup

¹ Must serve all three components for a reimbursable meal. Offer versus serve is an option for only adult and at-risk afterschool participants.

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

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

⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁵ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁶ Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

⁷ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁸ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams sucrose and other sugars per 100 grams of dry cereal).

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; ¾ cup for children 6-12; and 1 ½ cups for adults.

+CACFP CHILD MEAL PATTERN REQUIREMENTS: [HTTP://WWW.FNS.USDA.GOV/SITES/DEFAULT/FILES/CHILD_MEALS.PDF](http://www.fns.usda.gov/sites/default/files/child_meals.pdf)

CHILD AND ADULT CARE FOOD PROGRAM MEAL PATTERN FOR OLDER CHILDREN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² <small>(at-risk afterschool programs and emergency)</small>
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 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)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	⅛ cup	¼ cup	½ cup	½ cup
Fruits^{6,7}	⅛ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq)^{8,9}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast	¼ cup	¼ cup	½ cup	½ cup

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for only adult and at-risk afterschool participants.

- ² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.
- ³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older and adults.
- 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, including snack, per day.
- ⁷ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two 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 grain.
- ¹⁰ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams sucrose and other sugars per 100 grams of dry cereal).

CHILD AND ADULT CARE FOOD PROGRAM MEAL PATTERN FOR OLDER CHILDREN

Snack				
(Select two of the five components for a reimbursable snack)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at-risk afterschool programs and emergency)</small>
Fluid Milk³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	⅛ cup	⅛ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
Vegetables⁶	½ cup	½ cup	¾ cup	¾ cup
Fruits⁶	½ cup	½ cup	¾ cup	¾ cup
Grains (oz eq)^{7,8}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup

¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

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

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

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, including snack, per day.

⁷ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁸ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁹ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams sucrose and other sugars per 100 grams of dry cereal).

¹⁰ Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; ¾ cup for children 6-12; and 1 ½ cups for adults.

+CACFP CHILD MEAL PATTERN REQUIREMENTS:

[HTTP://WWW.FNS.USDA.GOV/SITES/DEFAULT/FILES/CACFP/CACFP_CHILDMEALPATTERN.PDF](http://www.fns.usda.gov/sites/default/files/cacfp/cacfp_childmealpattern.pdf)

CERTIFICATION		
<i>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.</i>		
PRINTED NAME OF AGENCY'S AUTHORIZED REPRESENTATIVE	SIGNATURE	DATE
AGENCY NAME		


CERTIFICATION	
<i>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.</i>	
FOR AGENCY BY:	DATE
FOR CONTRACTOR BY:	DATE



Child and Adult Care Food Program
Delivery Receipt Legend

SCHEDULE C

1	Serving Site - name of Center location
2	Meal Type - Breakfast, Lunch, Snack
3	Date
4	Menu
5	Total Order - number of meals ordered
6	Time of departure from preparation kitchen
7	Time of arrival at Center
8	Signature of Center Director/Designee to acknowledge receipt of meals
9	Signature of Center Director/Designee verifying return of kitchen supplies
10	Signature of Vendor verifying number of meals being sent
11	Menu items - list of all foods
12	Serving Size - list portion sizes of menu items that meet the meal pattern
12a	Serving utensil to be used for each menu item
13	Pans and Bus Box - list the number of insert pans, bus box, and bake pans
14	HACCP - Record food temperature for each vended menu item
15	Used by the Vendor as a checklist to verify that all menu items are ready for delivery/pickup
15a	Used by the Vendor as a checklist to verify that all kitchen supplies were returned
16	Column for any special instructions or remarks
17	Sample Meal plate - check sent column acknowledging that a sample meal plate was sent
18	Total pans - total number of pans by size
19	Lids - total number of covers
20	Identify and total all other kitchen supplies being sent
21	Plate count - starting
21a	Number of plates added
21b	Number of plates leftover
21c	Number of plates used
22	Milk Type and Quantity
23	Circle any additional supplies being sent to Centers and indicates the number being sent

Vendor Logo	Vendor Name Vendor Address	VENDOR DELIVERY RECEIPT	
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Serving Site: 1	Meal Type: 2	Date: 3
Menu: 4		
		Total Order: 5
		Departure Time: 6
		Arrival Time: 7
Rec'd Center Director: 8	Return Center Director: 9	Vendor Verification: 10

MENU ITEM	Serving		Inset Pans			Pans		Temp. Kitchen	Temp. Delivery	Check:		COMMENTS
	Size	Uten.	2"	4"	6"	Bun	Bake			Sent	Return	
11	12	12a	13	13	13	13	13	14	14	15	15a	16
SAMPLE TRAY										17		
TOTAL PANS			18	18	18	18	18	18				
LID			19	19	19							
OTHER	20											

	Plate Count	Number Added	Number Leftover				Total		
Student	21	21a	21b				21c		
Adult	21	21a	21b				21c		
Milk/Type/Quantity	Total								
	22								
	22								

OTHERS:	Hair Restraints	Pot Holders	Ladles	Spatulas	Tongs	Aprons
23	Gloves	Towels	Scoops	Spoons	Turners	Sanitizing Solution

SCHEDULE D

MENU CYCLE – Week 1

FOOD 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 D - Page 2

MENU CYCLE – Week 2

FOOD 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						

MENU CYCLE – Week 3

FOOD 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						

MENU CYCLE – Week 4

FOOD 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						

MENU CYCLE – Week 5

FOOD 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						

MENU CYCLE – Week 6

FOOD 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						

**MODIFIED MENU FOR MEDICALLY PRESCRIBED ADULT DIETS
ADULT DAY CARE FOOD PROGRAM MEALS ONLY**

CYCLE		WEEK		FACILITY				DATE			
	FOOD COMPONENTS	SERVING SIZE	REGULAR	PRUDENT DIET (LOW FAT, SUGAR & SALT)	LOW SODIUM (INDICATE GRAMS)	DIABETIC & CALORIE CONTROLLED DIETS		RECORD SERVING SIZE			
						Food Components		1000 cal.	1200 cal.	1500 cal.	1800 cal.
B R E A K F A S T	Fruit/Vegetable	½ cup									
	Grain/bread	2 slices/2 oz									
	Milk, Fluid	1 cup	Low Fat	Non Fat	Low Fat		Non Fat	Non Fat	Low Fat	Low Fat	
	Other										
A M S N A C K	(Choose 2 of 4)										
	Fruit/Vegetable	½ cup									
	Grain/bread	1 slice/1 oz									
	Meat/meat alternate	1 oz.						Non Fat	Non Fat	Low Fat	Low Fat
	Milk	1 cup	Low Fat	Non Fat	Low Fat						
L U N C H / S U P P E R	Meat/meat alternate	2 oz									
	Grain/bread	2 slice/1 cup									
	Vegetable/Fruit	_____ c.									
	(Total V/F = 1 cup)										
	Vegetable/Fruit	_____ c.									
	Milk ¹	1 cup	Low Fat	Non Fat	Low Fat		Non Fat	Non Fat	Low Fat	Low Fat	
	Other										
P M S N A C K	(Choose 2 of 4)										
	Fruit/Vegetable										
	Grain/bread	½ cup									
	Meat/meat alternate	1 slice/1 oz									
	Milk	1oz	Low Fat	Non Fat	Low Fat		Non Fat	Non Fat	Low Fat	Low Fat	
		1 cup									

¹ Milk is required for Lunch only; it is not required for Supper. When milk is identified as a snack component, non-fat or low fat as identified is required.

