

CHILD AND ADULT CARE FOOD PROGRAM



INVITATION FOR BID AND CONTRACT—DELIVERY Procurement of Vended Meals



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- (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

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Note: The protected classes for the 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) and Contract package are supplied for use by agencies in the Child and Adult Care Food Program (CACFP) who contract for meals from vendors whose contracts for those meals would total more than \$250,000.

Agencies should familiarize themselves with procurement procedures and requirements as found in Title 2, *Code of Federal Regulations* (2 *CFR*), sections 200.318–326 and Title 7, *Code of Federal Regulations* (7 *CFR*), Section 226.22.

These materials and the processes described within meet the regulatory requirements prescribed by 7 *CFR*, sections 226.21 and 226.22 and 2 *CFR*, sections 200.318–326. If the Agency uses a different contracting instrument, compliance with 7 *CFR*, sections 226.21 and 226.22, and 2 *CFR*, sections 200.318–326 is mandatory.

Materials 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 the California Department of Education (CDE) reviews
- Attachment III** **Invitation for Bid and Contract**
- Section A** **Contract for Vended Meals**—the contractual agreement signature page
- Section B** **Independent Price Determination No Sanctions 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 \$250,000 and the Clean Air and Water Certification**—to attach to IFB/Contracts
- Schedule A** **Sites Where the Program Will Operate**
- Schedule B** **CACFP 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 adults only)

The IFB package is available in the **Download Forms** section of the Child Nutrition Information and Payment System (CNIPS).

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INSTRUCTIONS

1. Review 7 *CFR*, sections 226.21 and 226.22, and 2 *CFR*, sections 200.317–200.328, and the USDA CACFP Handbooks available on the USDA CACFP Handbook Web page at <http://www.fns.usda.gov/cacfp/cacfp-handbooks>.
2. Have, or develop, a written method for conducting technical evaluations of the proposals received and for selecting recipients (see 2 *CFR*, Section 200.320).
3. Complete the bid package with the Agency's information. (Make several copies of the bid package for dissemination to prospective bidders.)
4. If applicable, develop a bid advertisement or public notice inviting bids (may use Attachment I) and publish the notice at least once 14 days before opening bids. Publish the notice in the Legal Notices section of a local newspaper that has general daily circulation in the Agency's area or in an appropriate trade journal.
5. Solicit, in writing, bids from known food vendors in the Agency's area. The solicitation must be documented and contain the same information found in the notice.
6. Receive an adequate number of bids—two or more. (If you do not receive an adequate number, contact your assigned CACFP Specialist.)
7. On the bid closing date and time announced in the public notice, open all sealed bids received.
8. Complete page 7 (Attachment II).
9. Mail, scan, or fax the following copies to your assigned CACFP Specialist:
 - a. Each published notice
 - b. Documentation of all solicitations
 - c. The complete IFB (pages 5–34), including the federal, state, or local health certification for the facility in which the bidding vendor proposes to prepare meals, from each bidding vendor. Complete the Contract for Vended Meals (Section A), but do not sign.
10. Wait for your CACFP Specialist to fax or scan a signed copy of page 6 (Attachment III). (The state must respond within 10 working days of receipt.) This marks approval of the chosen food vendor.
11. Once you have receipt of approval, inform the chosen vendor in writing that you have selected them.
12. Fax or scan your CACFP Specialist a completed and signed copy of page 8—the executed contract itself (Section A of Attachment III).

MENU PLANNING: When planning menus, all CACFP agencies must follow CACFP Meal Pattern guidance found on pages 27–30 as well as the Key Recommendations available on the 2010 Dietary Guidelines for Americans Web site at www.dietaryguidelines.gov.

ATTACHMENT I

SOLICITATION OF BIDS FOR VENDED MEALS

Local governments, as defined in 2 *CFR*, Section 200.64 (e.g. school districts and COEs), and tribal governments must include a Public Notice or Advertisement Inviting Bids with adequate purchasing descriptions. This IFB must appear in a newspaper having general circulation in the Agency's area or in an appropriate trade journal. At least 14 calendar days should elapse between the notice or advertisement and the closing date for submission of bids. (These requirements are found in 7 *CFR*, Section 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
5. Information that the bid opening will be made public at the time and place referred to in the public notice
6. Information that the contract will be awarded to the lowest, most responsible, and responsive bidder

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

Sealed bids will be received by Equitas Academy Charter Schools
AGENCY NAME

at 1700 W. Pico Blvd. Los Angeles, CA 90015
AGENCY ADDRESS

until Friday, May 3, 2019 at 12:00 pm 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:

<p>COMPLETE DESCRIPTION OF PRODUCT DESIRED: TYPES OF MEALS OR PRODUCTS NEEDED, NUMBER OF DAYS SERVICE IS DESIRED, NUMBER OF DELIVERY POINTS, AND PACKAGING <u>TYPES OF MEALS: HOT AND COLD SUPPERS W/MILK</u> <u>NUMBER OF DAYS SERVICE: 180</u> <u>NUMBER OF DELIVERY POINTS: 5 (5 SCHOOLS, 4 SITES)</u> <u>PACKAGING: UNITIZED</u></p>

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

The contract will be awarded to the responsible bidder that possesses the potential ability to perform successfully under the terms and conditions of the proposed procurement and is lowest in price. Other factors shall be given consideration when there are sound documented business reasons such as Vendor integrity, compliance with public policy, record of past performance, and financial and technical resources.

ATTACHMENT II

SUMMARY OF PROCESS AND BIDS

NOTICE INVITING BIDS*

PUBLICATION DATE	NAME OF NEWSPAPER OR TRADE JOURNAL
April 5, 2019	TBD
April 11, 2019	TBD

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

BID OPENING

DATE Monday, May 6, 2019	TIME 10:00 am	PLACE 1700 W. PICO BLVD. LOS ANGELES, CA 90015
AGENCY OFFICIAL WHO OPENED BID(S) Cecilia Melgares		TITLE DIRECTOR OF NETWORK OPERATIONS

WITNESSES

1.	3.
2.	4.

SUMMARY OF BIDS

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 III

**INVITATION FOR BID AND CONTRACT
 (DELIVERY)**

ISSUED BY (AGENCY):			
NAME: EQUITAS ACADEMY CHARTER SCHOOLS		ADDRESS: 1700 W. PICO BLVD.	
CITY: LOS ANGELES	STATE: CA	ZIP CODE: 90015	PHONE NUMBER: 213-201-0440
BID OPENING:			
DATE: MAY 6, 2019	TIME: 10:00 AM	LOCATION: 1700 W. PICO BLVD. LOS ANGELES, CA 90015	ISSUE DATE
BID			
This document contains an IFB for the furnishing of meals (unitized if applicable) to be served to participants of the CACFP established by the USDA (7 CFR, Part 226) and sets forth the terms and conditions applicable to the proposed procurement.			
NAME OF VENDOR		FEDERAL ID NUMBER	
STREET ADDRESS		PHONE NUMBER	
CITY	STATE	ZIP CODE	
TOTAL ESTIMATED AMOUNT OF BID	Prompt Payment Discount: _____ Percent (%) for payment within _____ days.		
By submission of this proposal, the Vendor certifies that, in the event they receive an award under this solicitation, they shall operate in accordance with all applicable, current CACFP regulations.			
SIGNATURE OF AUTHORIZED REPRESENTATIVE OF VENDOR		TITLE	DATE
ACCEPTANCE			
Accepting a bid does not constitute acceptance of the contract. Upon acceptance by the Agency and review and approval by the CDE, the bid documents shall constitute the covenants, conditions, agreements, and stipulations of the contract between the Vendor making the proposal and the Agency named above.			
CONTRACT NUMBER	AGENCY NAME	DATE	
SIGNATURE OF AGENCY REPRESENTATIVE			
PROCUREMENT METHOD: (Check One)			
Sealed Bids (IFB) <input type="checkbox"/> Competitive Proposals (Request for Proposal) <input type="checkbox"/> Noncompetitive Negotiation <input type="checkbox"/>			
FOR CDE USE ONLY			
This contract was reviewed for compliance per 7 CFR, Part 226, by:			
SIGNATURE			DATE

SECTION A

CONTRACT FOR VENDED MEALS

THIS AGREEMENT, made and entered this 1 day of August, 2019, in the State of California, by and between Equitas Academy Charter Schools hereinafter referred to as the Agency and _____¹ hereinafter referred to as the Vendor.

WITNESSETH:

That the Vendor 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 Vendor. Any increase or decrease of the unit price(s) shall be negotiated during the renewal process.

In consideration of the service, performed in a manner acceptable to the Agency and in compliance with the CACFP regulations, 7 CFR, Part 226, the Agency shall pay the Vendor 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 Vendor 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	VENDOR
AGENCY NAME	VENDOR (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 Food service Management Company.
² The original contract period cannot exceed one year.

SECTION B

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION,
NO SANCTIONS, AND DRUG-FREE WORKPLACE**

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.

DEBARMENT AND SUSPENSION

Entities are subject to the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 *CFR*, Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

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 (*California 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:

1. 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).
2. 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 (VENDOR)	TITLE	DATE
PRINTED NAME OF AUTHORIZED AGENT (VENDOR)	VENDOR'S LEGAL BUSINESS NAME	
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.		
SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE	TITLE	DATE

ACCEPTING A BID DOES NOT CONSTITUTE ACCEPTANCE OF THE CONTRACT

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 of procurement. In the case of this program, the IFB becomes a part of the contract upon acceptance by the Agency, review by CDE, 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 **Vendor** means the food service management company to whom the bid is awarded and with whom the contractual agreement is executed.
- (e) The term **CDE** means the California Department of Education Nutrition Services Division (NSD).
- (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 preportioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.

Other terms shall have the meanings ascribed to them in the CACFP, 7 *CFR*, Part 226.

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 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. 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.

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

SECTION C, PAGE 2

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning 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.

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

Sealed 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 as 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, price, and other factors considered. Consideration shall be given to such matters as Vendor 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 whose investigation shows is unable to perform the contract.

SECTION C, PAGE 3

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 was sent by registered or certified mail, no later than five calendar days 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 twentieth of the month must have been mailed by the fifteenth 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 they sign 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 Vendor agrees to deliver **unitized**¹ meals inclusive² 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 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 Vendor agrees to furnish meals for the program in accordance with the menu cycle that appears in Schedule C, attached hereto and made a part hereof.
6. The Vendor shall furnish meals for the program as ordered by the Agency during the period of August 1, 2019³ to July 31, 2020³.
7. The Vendor shall furnish meals for the program as ordered by the Agency 5⁴ days a week.

¹ Delete nonapplicable 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				
A.M. Snack				
Lunch				
P.M. Snack				
Supper (Unitized Meal)	600	180		
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/Vendor 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 Vendor will be providing meals 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 Type ¹	B. Estimated Servings Per Day ²	C. Estimated Number of Serving Days ³	D. Unit Price ⁴	E. Total Price ⁵
Breakfast	100	180	.73	\$13,140.00
A.M. Snack				
Lunch				
P.M. Snack				
Supper (Unitized Meal)	100	180	2.92	\$26,280.00
Evening Snack				

Instructions for completion of the Unit Price Schedule:

¹The Agency shall indicate which meal types the Vendor will be providing meals 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.

²The Agency shall fill in the estimated number of meals that will be served each day (Column B) by meal type during the contract period.

³The Agency shall fill in the number of anticipated operating days that meals will be served (Column C) during the contact period.

⁴The bidder shall insert the appropriate unit price (Column D) for each meal type indicated by the Agency.

⁵The 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 Vendor 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 Vendor 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 Vendor. 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. 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.

Bidders that do not satisfactorily meet the above criteria may be rejected as unresponsive and not be considered for an 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, 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 Tuesday ¹ of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week and include breakdown totals for each center and type of meal. The Agency reserves the right to increase or decrease the number of meals ordered on a 24 ² hour notice (or less if mutually agreed upon between the parties to this contract).

6. Menu-cycle Change Procedure

Meals shall be delivered on a daily basis 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 Vendor from delivering a specified meal component, the Vendor 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 Vendor'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 Vendor 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 Vendor 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 Vendor in writing as to the number of meals rejected and the reasons for rejection.

8. Title III C Assurance

The Vendor 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 will be placed for the next week.

² Time frame 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 nontoxic material, and be capable of withstanding temperatures of 400° Fahrenheit (204° Celsius) or higher.
- (2) Cold meal unit or unnecessary to heat container and overlay shall be plastic or paper and nontoxic.
- (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 nonfood items: condiments, straws, napkins, single service ware, and serving trays.

(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 **Schedule C** 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 nonfat milk can be served to individuals two years and older.

³ The Agency shall insert or delete nonfood items that are necessary for the meal to be eaten.

SECTION G

GENERAL CONDITIONS

1. Delivery Requirements

- (a) Deliveries shall be made by the Vendor 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 Vendor's personnel at each of the locations and times listed on the **Schedule A**.
- (c) The Vendor 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 Vendor 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 Vendor's invoice shall show the cost as a separate item for that center.

2. Supervision and Inspection

The Vendor 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 Vendor—one for the Vendor, 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 Vendor 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 Vendor 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 the CDE, the USDA, the Agency, and the Comptroller General of the United States at any reasonable time and place.

SECTION G, PAGE 2

4. Method of Payment

The Vendor shall submit itemized invoices to the Agency _____ monthly _____¹ Each invoice shall give a detailed breakdown of the number of meals delivered and signed for at each center during the preceding _____ month _____.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, the CDE, and the USDA reserve the right to inspect the Vendor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- (b) The Vendor's facilities shall be subject to periodic inspections by 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 Vendor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent Agency to determine bacteria levels in the meals being 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. 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 or delivered in accordance with this contract.

8. Number of Meals and Delivery Times

The Vendor 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.

¹Insert weekly, biweekly, or monthly as applicable.

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

³Agencies 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 Vendor 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 2⁴ 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 Vendor at least 48⁵ hours' notice. Adjustments for emergency situations affecting the Vendor'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 Vendor and the Agency.

10. Termination

- (a) The Agency reserves the right to terminate this contract if the Vendor fails to comply with any of the requirements of this contract. The Agency shall notify the Vendor of specific instances of noncompliance in writing. In instances where the Vendor 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 Vendor 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 Vendor terminate the right of the Vendor 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 Vendor 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 an 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 Vendor as it could pursue in the event of a breach of the contract by the Vendor, 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 Vendor 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 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.

11. Subcontracts and Assignments

The Vendor shall not subcontract with any other Vendor 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 Vendor shall remain liable to the Agency as principal for the performance of all the Vendor's obligations under this contract.

⁴ Time frame should be no longer than two hours.

⁵ Time frame 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 Vendor agrees as follows:

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

The Vendor will take affirmative action to ensure that the evaluation and treatment of their 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.

Vendors and subVendors shall comply with the provisions of the Fair Employment and Housing Act (California *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 Vendor and the Vendor's subVendors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- (b) The Vendor 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 Vendor 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 Vendor'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 Vendor 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 \$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 \$250,000, 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 Vendor 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 their 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 Vendor 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.

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 USC1368], 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 \$250,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED \$250,000.

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

SCHEDULE A

INVITATION FOR BID AND CONTRACT (DELIVERY)

SITES WHERE THE PROGRAM WILL OPERATE

NAME OF CENTER	ADDRESS AND PHONE 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
Equitas Academy	1700 W. Pico Blvd. Los Angeles, CA 90015		Unitized Supper	175	6:00 am	September 3, 2019 – June 26, 2019
Equitas Academy #2	2723 W. 8 th St. Los Angeles, CA 90005		Unitized Supper	130	6:00 am	September 3, 2019 – June 26, 2019
Equitas Academy #3	1050 Beacon Ave. Los Angeles, CA 90015		Unitized Supper	140	6:00 am	September 3, 2019 – June 26, 2019
Equitas Academy #4	631 S. Commonwealth Ave. Los Angeles, CA 9005		Unitized Supper	100	3:00 pm	September 3, 2019 – June 26, 2019
Equitas Academy #5	1050 Beacon Ave. Los Angeles, CA 90015		Unitized Supper	50	6:00 am	September 3, 2019 – June 26, 2019

SCHEDULE B—NSD 2050B

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

	BIRTH THROUGH FIVE MONTHS	SIX THROUGH ELEVEN MONTHS
BREAKFAST, LUNCH, AND SUPPER	4 TO 6 FLUID (FL) OUNCE (OZ) BREAST MILK ¹ OR FORMULA ²	6 TO 8 FL OZ BREAST MILK ¹ OR FORMULA ² AND 0 TO 4 TABLESPOON (TBSP) INFANT CEREAL ^{2,3} MEAT, FISH, POULTRY, WHOLE EGG, COOKED DRY BEANS OR COOKED DRY PEAS OR CHEESE OR 0 TO 2 OZ YOGURT ⁴ OR 0 TO 4 OZ (½ CUP) COMBINATION OF THE ABOVE ⁵ AND 0 TO 2 TBSP FRUIT, VEGETABLE, OR COMBINATION OF BOTH ^{5,6}
SNACK	4 TO 6 FL OZ BREAST MILK ¹ OR FORMULA ²	2 TO 4 FL OZ BREAST MILK ¹ OR FORMULA ² AND 0 TO ½ SLICE BREAD ^{3,7} OR 0 TO 2 CRACKERS ^{3,7} OR 0 TO 4 TBSP INFANT CEREAL ^{2,3,7} OR READY-TO-EAT BREAKFAST CEREAL ^{3,5,7,8} AND 0 TO 2 TBSP FRUIT, VEGETABLE, OR COMBINATION OF BOTH ^{5,6}

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, oz equivalents (eq) are used to determine the quantity of creditable grains.

⁴ Yogurt must contain no more than 23 grams (g) of total sugars per 6 oz.

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.

⁷ A serving of grains must be whole grain-rich (WGR), enriched meal, or enriched flour.

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

SCHEDULE B—NSD 2050B

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

BREAKFAST (SELECT ALL THREE COMPONENTS)¹	AGES 1–2	AGES 3–5	AGES 6–12	AGES 13–18²
MILK, FL ³	½ CUP (4 OZ)	¾ CUP (6 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLE, FRUIT, OR BOTH ⁴	¼ CUP	½ CUP	½ CUP	½ CUP
GRAINS ^{5, 6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8, 9} FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ⅛ CUP	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ⅛ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP
LUNCH OR SUPPER (SELECT ALL FIVE COMPONENTS)¹				
MILK, FL ³	½ CUP	¾ CUP	1 CUP	1 CUP
VEGETABLES ⁴	⅛ CUP	¼ CUP	½ CUP	½ CUP
FRUITS ^{4, 10}	⅛ CUP	¼ CUP	¼ CUP	¼ CUP
GRAINS ^{6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. WGR, ENRICHED OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES (M/MA) LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS ¹¹ OR CHEESE OR EGG (LARGE) OR COOKED DRY BEANS OR DRY PEAS ¹² OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS ¹³ OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED ¹⁴	1 OZ 1 OZ 1 OZ ½ EGG ¼ CUP 2 TBSP ½ OZ ½ CUP OR 4 OZ	1½ OZ 1½ OZ 1½ OZ ¾ EGG ¾ CUP 3 TBSP ¾ OZ ¾ CUP OR 6 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP 1 OZ 1 CUP OR 8 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP 1 OZ 1 CUP OR 8 OZ

SCHEDULE B—NSD 2050B

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

SNACKS (SELECT TWO OF THESE FIVE COMPONENTS)¹⁵	AGES 1–2	AGES 3–5	AGES 6–12	AGES 13–18²
MILK, FL ³	½ CUP (4 OZ)	½ CUP (4 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLES ⁴	½ CUP	½ CUP	¾ CUP	¾ CUP
FRUITS ⁴	½ CUP	½ CUP	¾ CUP	¾ CUP
GRAINS ^{6,7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8,9} FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ⅛ CUP	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ⅛ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP
M/MA LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS ¹¹ OR CHEESE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED ^{14, 16} OR COOKED DRY BEANS OR DRY PEAS ¹² OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ¼ CUP 1 TBSP ½ OZ	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ⅛ CUP 1 TBSP ½ OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ

¹ Offer versus serve is an option for at-risk afterschool participants only.

² Age group applies to at-risk programs and emergency shelters. Larger portion sizes than specified may need to be served to children ages 13–18 to meet their nutritional needs.

³ Must serve unflavored whole milk to children age one. Must serve unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children ages 2–5. Must serve unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk to children six years and older.

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

⁵ M/MA may be used to meet the entire grains requirement a maximum of three times a week for breakfast. One oz of M/MA is equal to 1 oz eq of grains.

⁶ At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count towards meeting the grains requirement.

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

⁸ Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g 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; ½ cup for children ages 3–5; and ¾ cup for children ages 6–18.

¹⁰ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.

¹¹ Alternate protein products must meet the requirements in Appendix A per 7 CFR, Section 226.20.

¹² Cooked dry beans or dry peas may be used as a meat alternate or as a vegetable component; but **cannot** be counted as both components in the same meal.

¹³ No more than 50 percent of the requirement shall be met with nuts (peanuts, soy nuts, tree nuts) or seeds. Nuts or seeds shall be combined with another M/MA 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.

¹⁴ Yogurt must contain no more than 23 g of total sugars per 6 oz.

¹⁵ Juice cannot be served when milk is served as the only other component.

¹⁶ Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in snacks.

**Child and Adult Care Food Program
Meal Pattern for Adults: Schedule B
NSD 7050 B**

Breakfast		
Milk¹, Fluid (fl)	Milk¹, fl	1 cup ²
Vegetable/Fruit³	Vegetables/Fruits³ , or portions of both	½ cup
Grains {ounce (oz) equivalent (eq)}^{4, 5, 6}	<ul style="list-style-type: none"> • Whole grain-rich (WGR) or enriched bread • WGR or enriched bread product, such as rolls, muffins, or biscuits • WGR, enriched or fortified cooked breakfast cereal⁷, cereal grain, and/or pasta • WGR, enriched or fortified ready-to-eat breakfast cereal (dry, cold)^{7, 8} <ul style="list-style-type: none"> ○ Flakes or rounds ○ Puffed cereal ○ Granola 	2 slices 2 servings 1 cup 2 cup 2½ cup ½ cup
Lunch or Supper		
Milk¹, fl	Milk¹, fl (lunch only—milk is not required for supper)	1 cup ²
Vegetable³	Vegetables³	½ cup
Fruit^{3, 9}	Fruits^{3, 9}	½ cup
Grains (oz eq)^{4, 6}	<ul style="list-style-type: none"> • WGR or enriched bread • WGR or enriched bread product, such as rolls, muffins, or biscuits • WGR, enriched, or fortified cooked breakfast cereal⁷, cereal grain, and/or pasta 	2 slices 2 servings 1 cup
Meat/Meat Alternates (M/MA)¹⁰ Lean Meat, Fish, Poultry (edible portion) or one of the following:	<ul style="list-style-type: none"> • Lean meat, fish, poultry • Tofu, soy product, or alternate protein product¹¹ • Cheese • Yogurt, plain or flavored, sweetened or unsweetened¹² • Egg (large) • Cooked dry beans or peas • Peanut butter, soy nut butter, other nut or seed butters • Peanuts, soy nuts, tree nuts, seeds, or whole roasted peas 	2 oz 2 oz 2 oz 1 cup or 8 oz 1 egg ½ cup 4 tablespoon (tbsp) 1 oz = 50%
AM or PM Snack (select two different food components)		
Milk¹, fl	Milk¹, fl	1 cup
Vegetable³	Vegetables³	½ cup
Fruit³	Fruits³	½ cup
Grains (oz eq)^{4, 6}	<ul style="list-style-type: none"> • WGR or enriched bread • WGR or enriched bread product, such as rolls, muffins, or biscuits • WGR, enriched, or fortified cooked breakfast cereal⁷, cereal grain, and/or pasta • WGR, enriched, or fortified ready-to-eat breakfast cereal (dry, cold)^{7, 8} <ul style="list-style-type: none"> ○ Flakes or rounds ○ Puffed cereal ○ Granola 	1 slice 1 serving ½ cup 1 cup 1¼ cup ¼ cup
M/MA¹⁰ Lean Meat, Fish, Poultry or one of the following:	<ul style="list-style-type: none"> • Lean meat, fish, poultry • Tofu, soy product, or alternate protein product¹¹ • Cheese • Yogurt, plain or flavored, sweetened or unsweetened¹² • Egg (large) • Cooked dry beans or peas • Peanut butter, soy nut butter, other nut, or seed butters • Peanuts, soy nuts, tree nuts, seeds, or whole roasted peas 	1 oz 1 oz 1 oz ½ cup or 4 oz ½ egg ¼ cup 2 tbsp 1 oz

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Participants may be served larger portions, but shall not be served less than the minimum quantities specified.

Definitions

1. **Milk:** Serve 1 cup (8 oz) of fl milk as a beverage or on cereal.
 - Fluid milk is defined as pasteurized, unflavored or flavored, fat-free, low-fat, or reduced-fat milk.
 - Acidified milk, cultured buttermilk, or 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.
 - Six oz (weight) or $\frac{3}{4}$ cup (volume) of yogurt may be used to meet the equivalent of 8 oz of fl milk once per day when yogurt is not served as a meat alternate in the same meal.
 - Other substitutions for milk must be medically prescribed.
2. **Cup:** For purposes of the requirements outlined, a cup means a standard measuring cup, liquid or dry, as appropriate to meet the requirement for two components.
3. **Vegetable or Fruit:** Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
4. **Grains/Breads:** At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count toward meeting the grains requirement.
5. M/MA may be used to meet the entire grains requirement at breakfast a maximum of three times a week. One oz of M/MA is equal to 1 oz equivalent of grains.
6. Beginning October 1, 2019, oz eq are used to determine the quantity of credible grains.
7. Breakfast cereals must contain no more than 6 grams (g) of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).
8. 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 cereal is $1\frac{1}{2}$ cups for adults.

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- 9. Vegetable or Fruit for Lunch or Supper:** A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.
- 10. M/MA:** The M/MA 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 M/MA 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 M/MA.
- 11.** Alternate protein products must meet the requirements in Appendix A of Title 7, *Code of Federal Regulations (7 CFR)*, Section 226.20.
- 12.** Frozen yogurt and other nonstandard yogurts are not creditable products and may not be used to satisfy any component requirement in a reimbursable meal. Yogurt must contain no more than 23 g of total sugars per 6 oz.

Offer versus Serve

Adult day care centers may use the offer versus serve (OVS) option for breakfast, lunch, and supper. The OVS option allows participants to refuse some of the food items required while still allowing those meals to be claimed for reimbursement. Under OVS, each adult care center shall offer its participants all of the required food components as set forth in the requirements for meals (*7 CFR*, Section 226.20). However, at the discretion of the adult day care center, participants may be permitted to decline the following:

- Breakfast: Participants may decline one serving of the four food items (one serving of milk, one serving of vegetable or fruit, or two servings of bread or bread alternate)
- Lunch: Participants may decline two servings of the six food items (one serving of milk, two servings of vegetable or fruit, two servings of bread or bread alternate, or one serving of M/MA)
- Supper: Participants may decline two servings of the five food items (two servings of vegetables and/or fruit, two servings of bread or bread alternate, or one serving of M/MA)

The price of a reimbursable meal shall not be affected if an adult participant declines a food item.

SCHEDULE C

MENU CYCLE—DAYS 1 THROUGH 5

FOOD COMPONENTS	SERVING SIZE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
<u>Breakfast</u> *Grain/bread Vegetable/Fruit Milk, fluid Other						
<u>A.M. Snack</u> M/MA *Grain/bread Vegetable Fruit Milk, fluid Other						
<u>Lunch</u> M/MA *Grain/bread Vegetable Fruit Milk, fluid Other						
<u>P.M. Snack</u> M/MA *Grain/bread Vegetable Fruit Milk, fluid Other						
<u>Supper</u> M/MA *Grain/bread Vegetable Fruit Milk, fluid Other						

*Indicate "WGR" if item is Whole Grain Rich. At least one serving per day, across all eating occasions, must be WGR.

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							
A.M. Snack M/MA *Grain/bread Vegetable Fruit Milk, fluid Other							
Lunch M/MA *Grain/bread Vegetable Fruit Milk, fluid Other							
P.M. Snack M/MA *Grain/bread Vegetable Fruit Milk, fluid Other							
Supper M/MA *Grain/bread Vegetable Fruit Milk, fluid Other							

*Indicate "WGR" if item is Whole Grain Rich. At least one serving per day, across all eating occasions, must be WGR.

SCHEDULE C, PAGE 3-ADULT DAY CARE FOOD PROGRAM MEALS ONLY

MODIFIED MENU FOR MEDICALLY PRESCRIBED ADULT DIETS

CYCLE		WEEK	FACILITY				DATE				
	Food Components	SERVING SIZE	REGULAR	PRUDENT DIET (LOW FAT, SUGAR and SALT)	LOW SODIUM (INDICATE GRAMS)	DIABETIC and 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 ¹		_____	_____	_____	_____	_____	_____	_____	_____	_____
	Milk, Fluid	2 slices/2-oz	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Other	1 cup	Low-fat	Nonfat	Low-fat	_____	Nonfat	Nonfat	Low-fat	Low-fat	_____
A. M. S N A C K	(Choose 2 of 5)										
	Fruit	½ cup	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Vegetable	½ cup	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Grain/bread ¹	1 slice/1-oz	_____	_____	_____	_____	Nonfat	Nonfat	Low-fat	Low-fat	_____
	M/M/A	1-oz.	Low-fat	Nonfat	Low-fat	_____	_____	_____	_____	_____	_____
L U N C H / S U P P E R	M/M/A	2-oz	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Grain/bread ¹	2 slice/1 cup	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Vegetable	½ c.	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Fruit	½ c.	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Milk ²	1 cup	Low-fat	Nonfat	Low-fat	_____	Nonfat	Nonfat	Low-fat	Low-fat	_____
	Other		_____	_____	_____	_____	_____	_____	_____	_____	_____
P. M. S N A C K	(Choose 2 of 5)										
	Fruit	½ cup	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Vegetable	½ cup	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Grain/bread ¹	1 slice/1-oz	_____	_____	_____	_____	_____	_____	_____	_____	_____
	M/M/A	1oz	Low-fat	Nonfat	Low-fat	_____	Nonfat	Nonfat	Low-fat	Low-fat	_____

NOTE: Mechanically soft and puree are consistency modifications and not diet orders. Food from the appropriate diet column are to be chopped, ground, or pureed as necessary. **Prudent diet** is planned according to the *California Food Guide*.

¹ Indicate "WGR" if item is Whole Grain Rich. At least one serving per day, across all eating occasions, must be WGR.

² Milk is required for lunch only; it is not required for supper. When milk is identified as a snack component, nonfat or low fat as identified is required.