

# REQUEST OF PROPOSALS FOR FOOD SERVICE

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*Request for Proposals Number: CAPC-CACFP2020*

*November 6, 2020*



PO Box 1257  
127 N. Sutter Street  
Stockton CA 95201  
209-851-3479

[lr Rogers@nochildabuse.org](mailto:lr Rogers@nochildabuse.org)

**INVITATION FOR BID AND CONTRACT**

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

<b>ISSUED BY (AGENCY): San Joaquin County Child Abuse Prevention Council</b>			
<b>NAME</b> Liz Rogers		<b>ADDRESS</b> 127 N. Sutter Street	
<b>CITY</b> Stockton	<b>STATE</b> California	<b>ZIP CODE</b> 95202	<b>PHONE NUMBER</b> 209-851-3479
<b>DATE</b> 12/11/20	<b>TIME</b> 12:00PM	<b>LOCATION</b> 127 N. Sutter Street, Stockton CA 95202	<b>ISSUE DATE</b> 11/6/20
<b>BID</b>			
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.			
<b>NAME OF VENDOR</b>		<b>FEDERAL ID NUMBER</b>	
<b>STREET ADDRESS</b>		<b>PHONE NUMBER</b>	
<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	
<b>TOTAL ESTIMATED AMOUNT OF BID</b>	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.			
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE OF VENDOR</b>		<b>TITLE</b>	<b>DATE</b>
<b>ACCEPTANCE</b>			
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.			
<b>CONTRACT NUMBER</b> CAPC-CACFP2020	<b>AGENCY NAME</b> San Joaquin County Child Abuse Prevention Council		<b>DATE</b> 12/11/20
<b>SIGNATURE OF AGENCY REPRESENTATIVE</b>			
<b>PROCUREMENT METHOD: (Check One)</b>			
Sealed Bids (IFB)	<input checked="" type="checkbox"/> Competitive Proposals (Request for Proposal)	Noncompetitive Negotiation	
<b>FOR CDE USE ONLY</b>			
This contract was reviewed for compliance per 7 CFR, Part 226, by:			
<b>SIGNATURE</b>			<b>DATE</b>

**CONTRACT FOR VENDED MEALS**

**THIS AGREEMENT**, made and entered this 1st day of February 2021, in the State of California, by and between San Joaquin County Child Abuse Prevention Council (CAPC) hereinafter referred to as the Agency and \_\_\_\_\_ 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 RFP, 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 February 1, 2021 through January 30 2022. 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.

<b>AGENCY</b>	<b>VENDOR</b>
AGENCY NAME <b>San Joaquin County Child Abuse Prevention Council</b>	VENDOR (STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING <b>Lindy Turner-Hardin</b>	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE <b>Executive Director</b>	ADDRESS

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

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	
<b>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.</b>		
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.

## INSTRUCTION TO BIDDERS

### 1. Definitions (as used herein):

- (a) The term **Request for Proposal**, hereafter referred to as RFP, means the document soliciting bids through the formal advertising method of procurement. In the case of this program, the RFP 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 RFP 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 RFP.
- (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 RFP.
- (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 RFP. 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 RFP 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.

### **3. Explanation to Bidders**

Any explanation desired by a bidder regarding the meaning or interpretation of the RFP specifications, etc., must be requested in writing prior to bid closing date and with sufficient time allowed for a reply to reach all bidders before bid closing date. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an RFP shall be furnished to all prospective bidders as an amendment to the RFP if such information is necessary to bidders in submitting bids on the RFP, or if the lack of such information would be prejudicial to uninformed bidders.

### **4. Acknowledgment of Amendments to RFPs**

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

### **5. Bidders Having Interest in More Than One Bid**

If more than one bid is submitted by any one person, by, or in the name of a clerk, partner, or other person, all such bids shall be rejected.

### **6. Time for Receiving Bids**

Bids shall be deposited at the address specified on the RFP of the Agency no later than the exact time and date indicated on the face of this RFP.

### **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.

**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 RFP 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.
- (e) A vendor may chose to only submit a bid for certain centers listed on the proposal, i.e. you only want to bid on centers/sites located in a specific town or location, or a certain age group. Please specify on your bid the centers/age groups you are interesting in serving.



**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 as **bulk** meals inclusive 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 February 1, 2021 to January 30, 2022.
7. The Vendor shall furnish meals for the program as ordered by the Agency 5 days a week.

## 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 <sup>1</sup>	B. Estimated Servings Per Day	C. Estimated Number of Serving Days	D. Unit Price	E. Total Price
Full Day/Full Year Breakfast	126	235		
Full Day/Part Year Breakfast	304	175		
Park Day/Part Year AM Snack	272	175		
Full Day/Full Year Lunch	126	235		
Full Day/Park Year Lunch	304	175		
Full Day/Full Year PM Snack	126	235		
Full Day/Part Year PM Snack	304	175		
Part Day/Part Year PM Snack	272	175		

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.**

**EXAMPLE**

A. Meal Type <sup>1</sup>	B. Estimated Servings Per Day <sup>2</sup>	C. Estimated Number of Serving Days <sup>3</sup>	D. Unit Price <sup>4</sup>	E. Total Price <sup>5</sup>
Breakfast	100	180	.73	\$13,140.00
<del>A.M. Snack</del>				
<del>Lunch</del>				
<del>P.M. Snack</del>				
Supper (Unitized Meal)	100	180	2.92	\$26,280.00
<del>Evening Snack</del>				

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Instructions for completion of the Unit Price Schedule:

<sup>1</sup>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.

<sup>2</sup>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.

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

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

<sup>5</sup>The bidder shall calculate the total price (Column E) by multiplying B x C x D.

## 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.

**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 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 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.

## 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, etc.

### (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 RFP.

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.

## 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.

#### 4. Method of Payment

The Vendor shall submit itemized invoices to the Agency within 5 business days at the beginning of each month. 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. 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. Insurance<sup>3</sup>

- (a) Vendor shall procure, furnish and maintain for the duration of the contract, the following types and limits of insurance:
  1. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and persona injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
    - a. Provide coverage for owned, non-owned and hired autos.
    - b. Contain an additional insured endorsement in favor of San Joaquin County Child Abuse Prevention Council, its board, officers, agents, employees and volunteers.
  2. Broad Form Commercial General Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
    - a. Provide Contractual Liability coverage for the term of the Contract.
    - b. Contain an additional insured endorsement in favor of San Joaquin County Child Abuse Prevention Council, its board, officers, agents, employees and volunteers.
  3. Workers' Compensation Insurance with the statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of San Joaquin County Child Abuse Prevention Council, its board, officers, agents, employees and volunteers.



All policies required of the vendor shall be primary insurance as to CAPC, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by San Joaquin County Child Abuse Prevention Council its board, officers, agents employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it.

Insurance is to be placed with insurers with a Bests' rating of no less than A. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Contract, or insurance rated below Bests' A must be declared prior to execution of this Contract.

All policies shall contain an endorsement providing CAPC with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by the Contract is satisfactorily completed.

Vendor shall furnish CAPC with a certificate of insurance and required endorsements evidencing the insurance required. CAPC may withdraw its offer of Contract or cancel the Contract if certificates of insurance and endorsements required have not been provided prior to the execution of the Contract.

#### **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.

## 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 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 Vendor at least 24 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.

## 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 sub Vendors 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 sub Vendors 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.

**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.



**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
BFA EHS	3100 Mt. Diablo Stockton CA 209-941-3865	Site Supervisor	Ages 18 – 36 months	8 Breakfast, Lunch and PM Snack per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	July to June
BFA Preschool	3100 Mt. Diablo Stockton CA 209-941-3865	Site Supervisor	Ages 3 – 5	16 Breakfast, Lunch and PM Snack per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May
Central EHS Infants/Toddlers	540 N. California St Stockton CA 209-464-4524	Site Supervisor	Ages 0 – 36 months	8 Breakfast, Lunch and PM Snack per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	July - June
Central Full Day	540 N. California St Stockton CA 209-464-4524	Site Supervisor	Ages 3 - 5	24 Breakfast, Lunch and PM Snack per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	July - June
Central Infants	540 N. California St Stockton CA 209-464-4524	Site Supervisor	Ages 0 – 18 months	6 Breakfast, Lunch and PM Snack per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	July - June
Central Toddlers	540 N. California St Stockton CA 209-464-4524	Site Supervisor	Ages 18 – 36 months	8 Breakfast, Lunch and PM Snack per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	July - June
Diablo Homes Room A	340 W. 4 <sup>th</sup> Street Tracy CA 209-650-6347	Site Supervisor	Ages 3 – 5	20 Breakfast, Lunch and PM Snack per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May
Diablo Homes Room B	340 W. 4 <sup>th</sup> Street Tracy CA 209-650-6347	Site Supervisor	Ages 3 – 5	16 Breakfast, Lunch and PM Snack per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May

Emerald Pointe	9537 Kelly Drive Stockton CA 209-227-7208	Site Supervisor	Ages 3 – 5	16 Breakfast, Lunch and PM Snack per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May
Escalon	1998 Yosemite Ave Escalon CA 209-691-8018	Site Supervisor	Ages 3 – 5	20 Breakfast, Lunch and PM Snack per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May
French Camp	241 E. 4 <sup>th</sup> Street French Camp CA 209-938-6399	Site Supervisor	Ages 3 – 5	24 AM Snacks & 24 PM Snacks per day	AM Snack 10AM PM Snack 2:30PM	August - May
George McParland	1601 Northgate Dr Manteca CA	Site Supervisor	Ages 3 – 5	24 AM Snacks & 24 PM Snacks per day	AM Snack 10AM PM Snack 2:30PM	August - May
Golden West	1031 North Main Street Manteca CA 209-825-8303	Site Supervisor	Ages 3 – 5	24 AM Snacks & 24 PM Snacks per day	AM Snack 10AM PM Snack 2:30PM	August - May
Great Valley Room 53	4223 McDougald Blvd Stockton CA 209-938-6300	Site Supervisor	Ages 3 – 5	24 AM Snacks & 24 PM Snacks per day	AM Snack 10AM PM Snack 2:30PM	August - May
Great Valley Room 55	4223 McDougald Blvd Stockton CA 209-938-6300	Site Supervisor	Ages 3 – 5	24 AM Snacks & 24 PM Snacks per day	AM Snack 10AM PM Snack 2:30PM	August - May
Lathrop Annex Room A	721 Thomson Rd Lathrop CA 209-490-2618	Site Supervisor	Ages 3 – 5	20 Breakfast, Lunch and PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May
Lathrop Annex Room B	721 Thomson Rd Lathrop CA 209-490-2618	Site Supervisor	Ages 3 – 5	20 Breakfast, Lunch and PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May
Lathrop Elementary	15851 Fifth Street Lathrop CA	Site Supervisor	Ages 3 – 5	24 AM Snacks & 24 PM Snacks per day	AM Snack 10AM PM Snack 2:30PM	August - May
Linden	18050 Front Street Linden CA	Site Supervisor	Ages 3 – 5	20 Breakfast, Lunch and PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May

McFall Room 11	1810 Hoyt Lane Manteca CA 209-292-2664	Site Supervisor	Ages 3 – 5	20 Breakfast, Lunch and PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May
McFall Room 12	1810 Hoyt Lane Manteca CA 209-292-2664	Site Supervisor	Ages 3 – 5	20 Breakfast, Lunch and PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May
McKinley	1618 Chester Drive Tracy CA 209-292-2665	Site Supervisor	Ages 3 – 5	20 Breakfast, Lunch and PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May
Main Street Room A	800 E. Main Street Stockton CA	Site Supervisor	Ages 3 – 5	20 Breakfast, Lunch and PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	July - June
Main Street Room B	800 E. Main Street Stockton CA	Site Supervisor	Ages 3 – 5	16 Breakfast, Lunch and PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	July - June
Manteca Day Room 6	737 W Yosemite Ave Manteca CA 209-825-8304	Site Supervisor	Ages 3 – 5	16 AM Snacks & 16 PM Snacks per day	AM Snack 10AM PM Snack 2:30PM	August - May
Manteca Day Room 7	737 W Yosemite Ave Manteca CA 209-825-8304	Site Supervisor	Ages 3 – 5	16 AM Snacks & 16 PM Snacks per day	AM Snack 10AM PM Snack 2:30PM	August - May
Mt. View	377 W. Mt. Diablo Ave Suite 20 Tracy CA 209-666-1171	Site Supervisor	Ages 3 – 5	20 Breakfast, Lunch and PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	July - June
Neil Hafley	849 Northgate Ave Manteca CA	Site Supervisor	Ages 3 – 5	24 AM Snacks & 24 PM Snacks per day	AM Snack 10AM PM Snack 2:30PM	August - May
North Preschool	2875 Holly Drive Tracy CA 209-278-3470	Site Supervisor	Ages 3 – 5	20 Breakfast, Lunch & PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May
Ripon	415 Oregon Street Ripon CA 209-599-6965	Site Supervisor	Ages 3 – 5	20 Breakfast, Lunch & PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May



Sequoia Room 23	710 Martha Street Manteca CA 209-825-8316	Site Supervisor	Ages 3 – 5	16 Breakfast, Lunch & PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May
Sequoia Room 29	710 Martha Street Manteca CA	Site Supervisor	Ages 3 – 5	24 AM Snacks & 24 PM Snacks per day	AM Snack 10AM PM Snack 2:30PM	August - May
St. Mary's	545 W. Sonora Street Stockton CA 209-910-0066	Site Supervisor	Ages 3 – 5	20 Breakfast, Lunch and PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May
School for Adults (SFA)	1525 Pacific Ave Stockton CA 209-561-5854	Site Supervisor	Ages 18 – 36 months	8 Breakfast, Lunch and PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	July - June
Stein	650 W. 10 <sup>th</sup> Street Tracy CA	Site Supervisor	Ages 0 – 36 months	8 Breakfast, Lunch and PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	July - June
Thornton	8633 Mokelumne Ave Thornton CA 209-796-5050	Site Supervisor	Ages 3 – 5	20 Breakfast, Lunch and PM Snacks per day	Breakfast 8AM Lunch 11AM PM Snack 2PM	August - May
Stella Brockman	763 Silverado DR Manteca CA	Site Supervisor	Ages 3 – 5	24 AM Snacks & 24 PM Snacks per day	AM Snack 10AM PM Snack 2:30PM	August - May
Veritas	1600 Pagola Ave Manteca CA 209-858-7397	Site Supervisor	Ages 3 – 5	24 AM Snacks & 24 PM Snacks per day	AM Snack 10AM PM Snack 2:30PM	August - May

**SCHEDULE B—NSD 2050B**

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

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

<sup>1</sup> 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.

<sup>2</sup> Infant formula and dry infant cereal must be iron-fortified.

<sup>3</sup> Beginning October 1, 2019, oz equivalents (eq) are used to determine the quantity of creditable grains.

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

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

<sup>6</sup> Fruit and vegetable juices must not be served.

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

<sup>8</sup> 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**

<b>BREAKFAST (SELECT ALL THREE COMPONENTS)<sup>1</sup></b>	<b>AGES 1–2</b>	<b>AGES 3–5</b>	<b>AGES 6–12</b>	<b>AGES 13–18<sup>2</sup></b>
MILK, FL <sup>3</sup>	½ CUP (4 OZ)	¾ CUP (6 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLE, FRUIT, OR BOTH <sup>4</sup>	¼ CUP	½ CUP	½ CUP	½ CUP
GRAINS <sup>5, 6, 7</sup> WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL <sup>8</sup> , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) <sup>8, 9</sup> 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
<b>LUNCH OR SUPPER (SELECT ALL FIVE COMPONENTS)<sup>1</sup></b>				
MILK, FL <sup>3</sup>	½ CUP	¾ CUP	1 CUP	1 CUP
VEGETABLES <sup>4</sup>	⅛ CUP	¼ CUP	½ CUP	½ CUP
FRUITS <sup>4, 10</sup>	⅛ CUP	¼ CUP	¼ CUP	¼ CUP
GRAINS <sup>6, 7</sup> WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. WGR, ENRICHED OR FORTIFIED COOKED BREAKFAST CEREAL <sup>8</sup> , 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 <sup>11</sup> OR CHEESE OR EGG (LARGE) OR COOKED DRY BEANS OR DRY PEAS <sup>12</sup> OR PEANUT BUTTER, SOY NUTBUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS <sup>13</sup> OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED <sup>14</sup>	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**

<b>SNACKS (SELECT TWO OF THESE FIVE COMPONENTS)<sup>15</sup></b>	<b>AGES 1–2</b>	<b>AGES 3–5</b>	<b>AGES 6–12</b>	<b>AGES 13–18<sup>2</sup></b>
MILK, FL <sup>3</sup>	½ CUP (4 OZ)	½ CUP (4 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLES <sup>4</sup>	½ CUP	½ CUP	¾ CUP	¾ CUP
FRUITS <sup>4</sup>	½ CUP	½ CUP	¾ CUP	¾ CUP
GRAINS <sup>6, 7</sup> WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL <sup>8</sup> , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) <sup>8, 9</sup> 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 <sup>11</sup> OR CHEESE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED <sup>14, 16</sup> OR COOKED DRY BEANS OR DRY PEAS <sup>12</sup> 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 ⅛ 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

<sup>1</sup> Offer versus serve is an option for at-risk afterschool participants only.

<sup>2</sup> 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.

<sup>3</sup> 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.

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

<sup>5</sup> 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.

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

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

<sup>8</sup> 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).

<sup>9</sup> 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.

<sup>10</sup> 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.

<sup>11</sup> Alternate protein products must meet the requirements in Appendix A per 7 *CFR*, Section 226.20.

<sup>12</sup> 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.

<sup>13</sup> 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.

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

<sup>15</sup> Juice cannot be served when milk is served as the only other component.

<sup>16</sup> 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**

<b>Breakfast</b>		
<b>Milk<sup>1</sup>, Fluid (fl)</b>	<b>Milk<sup>1</sup>, fl</b>	1 cup <sup>2</sup>
<b>Vegetable/Fruit<sup>3</sup></b>	<b>Vegetables/Fruits<sup>3</sup></b> , or portions of both	½ cup
<b>Grains {ounce (oz) equivalent (eq)}<sup>4, 5, 6</sup></b>	<ul style="list-style-type: none"> <li>• Whole grain-rich (WGR) or enriched bread</li> <li>• WGR or enriched bread product, such as rolls, muffins, or biscuits</li> <li>• WGR, enriched or fortified cooked breakfast cereal<sup>7</sup>, cereal grain, and/or pasta</li> <li>• WGR, enriched or fortified ready-to-eat breakfast cereal (dry, cold)<sup>7, 8</sup> <ul style="list-style-type: none"> <li>○ Flakes or rounds</li> <li>○ Puffed cereal</li> <li>○ Granola</li> </ul> </li> </ul>	2 slices 2 servings  1 cup  2 cup 2½ cup ½ cup
<b>Lunch or Supper</b>		
<b>Milk<sup>1</sup>, fl</b>	<b>Milk<sup>1</sup>, fl</b> (lunch only—milk is not required for supper)	1 cup <sup>2</sup>
<b>Vegetable<sup>3</sup></b>	<b>Vegetables<sup>3</sup></b>	½ cup
<b>Fruit<sup>3, 9</sup></b>	<b>Fruits<sup>3, 9</sup></b>	½ cup
<b>Grains (oz eq)<sup>4, 6</sup></b>	<ul style="list-style-type: none"> <li>• WGR or enriched bread</li> <li>• WGR or enriched bread product, such as rolls, muffins, or biscuits</li> <li>• WGR, enriched, or fortified cooked breakfast cereal<sup>7</sup>, cereal grain, and/or pasta</li> </ul>	2 slices 2 servings 1 cup
<b>Meat/Meat Alternates (M/MA)<sup>10</sup></b> Lean Meat, Fish, Poultry (edible portion) or one of the following:	<ul style="list-style-type: none"> <li>• Lean meat, fish, poultry</li> <li>• Tofu, soy product, or alternate protein product<sup>11</sup></li> <li>• Cheese</li> <li>• Yogurt, plain or flavored, sweetened or unsweetened<sup>12</sup></li> <li>• Egg (large)</li> <li>• Cooked dry beans or peas</li> <li>• Peanut butter, soy nut butter, other nut or seed butters</li> <li>• Peanuts, soy nuts, tree nuts, seeds, or whole roasted peas</li> </ul>	2 oz 2 oz 2 oz 1 cup or 8 oz 1 egg ½ cup 4 tablespoon (tbsp) 1 oz = 50%
<b>AM or PM Snack (select two different food components)</b>		
<b>Milk<sup>1</sup>, fl</b>	<b>Milk<sup>1</sup>, fl</b>	1 cup
<b>Vegetable<sup>3</sup></b>	<b>Vegetables<sup>3</sup></b>	½ cup
<b>Fruit<sup>3</sup></b>	<b>Fruits<sup>3</sup></b>	½ cup
<b>Grains (oz eq)<sup>4, 6</sup></b>	<ul style="list-style-type: none"> <li>• WGR or enriched bread</li> <li>• WGR or enriched bread product, such as rolls, muffins, or biscuits</li> <li>• WGR, enriched, or fortified cooked breakfast cereal<sup>7</sup>, cereal grain, and/or pasta</li> <li>• WGR, enriched, or fortified ready-to-eat breakfast cereal (dry, cold)<sup>7, 8</sup> <ul style="list-style-type: none"> <li>○ Flakes or rounds</li> <li>○ Puffed cereal</li> <li>○ Granola</li> </ul> </li> </ul>	1 slice 1 serving  ½ cup  1 cup 1¼ cup ¼ cup
<b>M/MA<sup>10</sup></b> Lean Meat, Fish, Poultry or one of the following:	<ul style="list-style-type: none"> <li>• Lean meat, fish, poultry</li> <li>• Tofu, soy product, or alternate protein product<sup>11</sup></li> <li>• Cheese</li> <li>• Yogurt, plain or flavored, sweetened or unsweetened<sup>12</sup></li> <li>• Egg (large)</li> <li>• Cooked dry beans or peas</li> <li>• Peanut butter, soy nut butter, other nut, or seed butters</li> <li>• Peanuts, soy nuts, tree nuts, seeds, or whole roasted peas</li> </ul>	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.

**MENU CYCLE—DAYS 1 THROUGH 5**

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