

**ADMINISTRATION**

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**REQUEST FOR PROPOSALS**

**EARLY CHILDHOOD EDUCATION – FOOD SERVICES**

**FEBRUARY 8, 2021**

**RESPOND BY:**

**MARCH 15, 2021**

**RFP: 2021-01CDP FOOD SERVICES**

A large, 3D-style graphic of a ribbon or banner, rendered in a light orange color with darker orange outlines. The ribbon is folded and draped across the bottom of the page. The text '2021/2022' is printed in a bold, black, sans-serif font on the right side of the ribbon.

**2021/2022**

# Table Contents

<b>SECTION A: REQUEST FOR PROPOSAL.....</b>	<b>3</b>
<b>SECTION B: PROGRAM DESCRIPTION.....</b>	<b>3</b>
1. MAAC.....	3
2. Early Head Start and Head Start.....	3
<b>SECTION C: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.....</b>	<b>4</b>
<b>SECTION D: INSTRUCTIONS TO VENDORS.....</b>	<b>5</b>
1. Definitions.....	5
2. Submission of Proposal.....	5
3. Schedule of Events.....	6
4. Modification of Proposals or Withdrawals of Proposals.....	6
5. Award of Contract.....	6
<b>SECTION E: SCOPE OF WORK.....</b>	<b>7</b>
1. General Descriptions.....	7
2. Meal Orders.....	7
3. Menu Cycle Change Procedure.....	7
4. Packaging and Food Preparation.....	8
5. Food Specification.....	8
6. Product Specifications.....	8
<b>SECTION F: UNIT PRICE &amp; INSTRUCTIONS.....</b>	<b>9</b>
<b>SECTION G: CONTRACT PROVISIONS &amp; SPECIFICATIONS.....</b>	<b>10</b>
1. Requirements Contract.....	10
2. Pricing.....	10
3. Evaluation Elements/Scoring Criteria.....	11
4. Unit Prices.....	11
5. Non-compliance.....	12
6. Title III C Assurance .....	12
<b>SECTION H: GENERAL CONDITIONS.....</b>	<b>11</b>
1. Delivery Requirements.....	12
2. Supervision & Inspection.....	12
3. Record Keeping.....	12
4. Method of Payment.....	13
5. Inspection of Facility.....	13
6. Insurance Requirements.....	14
7. Availability of Funds.....	14
8. Force Majeure.....	14
9. Number of Meals & Delivery Times.....	14
10. Emergencies.....	14
11. Termination.....	15
12. Subcontracts & Assignments.....	15
13. Compliance with Law.....	15
<b>SECTION I: GENERAL PROVISIONS FOR CONTRACTS EXCEEDING \$150,000 &amp; CLEAN AIR AND WATER CERTIFICATION.....</b>	<b>16</b>
<b>SECTION J: VENDOR QUESTIONNAIRE.....</b>	<b>19</b>
<b>“SCHEDULES”</b>	
Schedule A: Request for Proposal and Contract Form.....	21
Schedule B: List of Child Development Centers .....	22
Schedule C: Sample Early Head Start /Head Start Menu Cycle.....	23
Schedule D: CACFP Meal Patterns.....	31

## **SECTION A: REQUEST FOR PROPOSAL**

MAAC is seeking “Request for Proposals” (RFP) from highly qualified Contractors with expertise in providing “**Early Childhood Education – Food Services**” on a countywide basis and through a competitive sealed bid process. *See Schedule A – Request for Proposal and Contract.*

## **SECTION B: PROGRAM DESCRIPTION**

### **1. MAAC**

Since opening our doors in 1965, the focus of MAAC has remained constant: to assist individuals and families create the lives they want and deserve.

For more than five decades, MAAC has been a champion for underrepresented communities throughout San Diego County and has provided a space where families in need can find means to self-sufficiency and improve their living conditions. While the organization first began in the southern region of San Diego, MAAC now has 35 sites strategically located as far south as San Ysidro and as far north as Fallbrook.

As a 501(c)3 social service agency with an annual operating budget of \$46 million, MAAC employs nearly 500 staff who provide life-changing services to 70,000 individuals annually through programs in five core focus areas: Education, Economic Development, Health & Wellbeing, Housing, and Advocacy & Leadership Development. Our wide range of programs has established MAAC as one of the largest nonprofit social service organizations in the community. For more information regarding MAAC please visit our website: [www.maacproject.org](http://www.maacproject.org)

### **2. Early Head Start and Head Start**

MAAC has provided early childhood education services to communities in north San Diego County for more than forty years. Our Head Start and Early Head Start programs are federally funded and serve nearly 2,000 low-income children and their families each year across forty locations in the communities of Carlsbad, Escondido, Fallbrook, Oceanside, San Marcos, Pauma, Rincon, and Vista, with a new program expansion in San Ysidro.

We work diligently to serve diverse populations within our community, including families with limited or no English, children and parents with disabilities, and families who are homeless or face other challenges. MAAC’s Child Development Program team is responsive to each child’s and family’s unique development and experience.

Through multiple program options, we provide a range of services for children from birth to age five, as well as pregnant women. We also provide comprehensive family-focused support services, including education, health, nutrition, mental health, and social services to help promote the child’s optimum physical, cognitive, social and emotional growth and ensure school readiness.

For more information regarding MAAC Early Head Start and Head Start Program please visit: <http://www.maacproject.org/Head%20Start>.

## SECTION C: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

### Certificate of Independent Price Determination, No Sanctions, and Drug Free Workplace

1. By submission of this proposal, the VENDOR certifies and in the case of a joint proposal, each party thereto certifies as to its own organizations, that in connection with this procurement:
  - Prices 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 VENDOR or with any competitor.
  - Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the VENDOR and will not knowingly be disclosed by the VENDOR prior to proposal opening, directly or indirectly to any other VENDOR or to any competitor.
  - No attempt has been made or will be made by the VENDOR to induce any person or firm to submit or not to submit a proposal for the purpose of restricting competition.
  - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the federal department or agency. Where the bidder is unable to certify to any of the statements in this certification, such agency shall attach an explanation to this proposal.
  - As required by the State Drug-Free workplace Act of 1990 (*Government Code Section 8350 et. Seq.*) and the Federal Drug-Free Workplace Act of 1988, and implemented at Title 34, *Code of Federal Regulations (34 CFR)*, Part 85, Subpart F, for grantees, as defined at 34 *CFR*, Part 85, sections 85.605 and 85.610, the VENDORS certifies that it will continue to provide a drug-free workplace.
  
2. Each person signing this VENDOR's proposal certifies that:
  - He/she is the person in the VENDOR's organization responsible for the decision of prices being offered herein and that he/she has not participated/will not participate in any action contrary to Section C(1)(a) through (1)(c).
  - He/she is not the person in the VENDOR's organization responsible for the decision of prices being offered herein but he/she has written authorization to act as an agent for the person(s) responsible for such a decision in certifying that such person(s) have not participated and will not participate in any action contrary to Section C (1)(a) through (1)(c) and as their agent certifies he/she has participated and will not participate in any action contrary to Section C (1)(a) through (1)(c).

VENDOR Representative's Signature:	Date:
VENDOR's Name:	Title:

**NOTE: Accepting a proposal does not constitute acceptance of the contract. SPONSOR and VENDOR shall execute this Certificate of Independent Price Determination.**

SPONSOR Representative's Signature:	Date:
SPONSOR's Name:	Title:

## SECTION D: INSTRUCTIONS TO VENDORS

### 1. Definitions

- **Proposal:** An offer to perform the work described in the invitation for proposal at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- **VENDOR:** A food service management company submitting a proposal in response to this Request for Proposal.
- **Child and Adult Care Food Program (CACFP):** CACFP is funded by the federal U.S. Department of Agriculture (USDA). CACFP supports the food services provided by Head Start, Early Head Start and many child care centers and child care homes. MAAC Head Start receives reimbursement from the state CACFP administering agency for the breakfasts, lunches and snacks served to children in our centers.
- **CDE:** California Department of Education, Nutrition Services Division.
- **Contractor:** A successful VENDOR who is awarded a contract by a SPONSOR funded through the USDA CACFP.
- **Food Service Management Company:** An organization, other than a public or private nonprofit school, with which a SPONSOR may contract for preparing and, unless otherwise provided for delivering meals, with or without milk, for use in the program.
- **Request for Proposal (RFP):** A document soliciting proposals through the formal advertising method of procurement. In the case of this program, the RFP becomes the contract upon acceptance by the SPONSOR.
- **SPONSOR:** Metropolitan Area Advisory Committee (MAAC) local program which issues this RFP is the SPONSOR under CACFP.

### 2. Submission of Proposal

- VENDORS are expected to examine carefully the specifications, schedules, attachments, terms, and conditions of this RFP. Failure to do so shall be at the VENDOR's own risk.
- The Process for awarding this contract will be through a countywide sealed-proposal competitive process.
- A copy of a current state or local health certificate for the food preparation facilities shall be submitted with the proposal.

**Step 1: Register on-line at [www.maacproject.org](http://www.maacproject.org)**

**Step 2: Download Request for Proposal ([RFP #2021-01CDP Food Services](#))**

**Step 3: Question & Answer Process**

- To ensure a competitive and fair process questions regarding the RFP will only be allowed and via email by the deadline – **no phone calls please**. The Procurement Coordinator will post all questions and responses on our MAAC website.

#### Step 4: Mail your Proposal

- Submit one electronic version to Laura Camou @ [lcamou@maacproject.org](mailto:lcamou@maacproject.org).

- *Schedule of Events*

No.	Schedule of Events	Key Dates
1	Open Registration	February 08, 2021
2	RFP Available	February 08, 2021
3	Deadline for Questions & Clarifications	February 16, 2021
4	Questions & Answers Posted	February 24, 2021
5	Proposal Due Date & Time	March 15, 2021; 2:00(PST)
6	Proposal Review Period	March 15, 2021 – April 1, 2021
7	Notice of Awards	By April 04, 2021

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

### 3. **Modification of Proposals or Withdrawals of Proposals**

- Any modification of proposal is subject to the same conditions, must be clearly marked as modification and must be submitted by the due date listed above.
- A Proposal may also be withdrawn in writing by due date above.

### 4. **Award of Contract**

- The contract will be awarded to the responsive and responsible VENDOR whose proposal will be most advantageous to the SPONSOR; price and other factors considered. Consideration shall be given to such matters as VENDOR integrity, compliance with public policy, record of past performances, and quality of product, cost and financial and technical resources.
- This request for proposal does not commit the SPONSOR to awarding a contract. VENDORS shall bear all costs incurred in the preparation of the proposal and participating in the proposal evaluation process. The SPONSOR reserves the right to reject any and all proposals, to accept the proposal it considers most favorable to the interest in its sole discretion, and to waive minor irregularities. The SPONSOR further reserves the right to seek new proposals when such procedure is considered by it to be in the organization’s best interest.
- The SPONSOR reserves the right to reject the proposal of a VENDOR who has previously failed to perform properly or complete on-time contracts of a similar nature, or the proposal of a VENDOR who investigation shows is unable to perform the contract.
- The original contract may be renewed for additional one-year periods up to four times upon agreement of MAAC and the Contractor. Any increase or decrease of the unit price(s) shall be negotiated during the renewal process. **The period of the original contract is from 07/01/2021, to 06/30/2022. The period of this renewal contract shall be from 07/01/2022, through 06/30/2026.**

## SECTION E: SCOPE OF WORK

### 1. General Descriptions

MAAC Child Development Program operates seventeen (17) locations. Currently we are seeking a Contractor to provide quality prepared meals for these locations serving a total population of approximately 1,227 children. These centers are located specifically in Oceanside, Carlsbad, Escondido, Fallbrook, Vista, San Marcos, Pauma Valley and Valley Center. The numbers of service weeks for Center Based services are as follows: Part Day Head Start 36 weeks, Extended Part Day and Full Day CDE 46 weeks and Early Head Start 48 weeks. Home Based children will receive meals (breakfast and/or lunch) twice a month during socialization days.

- The following list outlines the Scope of Work for the present RFP. The services must follow the United States Department of Agriculture (USDA) regulations regarding contracting for food service program. In bidding, please include the use of USDA Commodity Foods and provide a sample monthly menu. All meals provided by the Contractor shall completely conform to the minimum meal requirements as describe in the **USDA Food Buying Guide for Child Nutrition Program**, including the nutrient standards, for those meals and for the age group served; that is; all required meal components must be included in every meal as required by food buying guide for Child Nutrition Programs.

### 2. Meal Orders

- Contractors shall furnish meals as ordered by the SPONSOR during the period of July 01, 2020 to June 30, 2021. Meals shall be served (5) days per weeks, except when centers are closed for staff development activities and during holidays. *See Schedule B.* The Contractor must provide exactly the number of meals ordered. The SPONSOR reserves the right to increase or decrease the number of meals ordered on a 48 hour notice or less if mutually agreed upon in writing by the parties to this contract.

### 3. Menu Cycle Change Procedure

- Menu cycles should be within 4-8 weeks. Deviation from menu cycle shall be permitted only upon authorization of the SPONSOR. Menu cycle changes may be made only when agreed upon by both parties, provided in writing as a menu cycle change and with at least 48 hours notice.
- When an emergency situation exists which might prevent the contractor from delivering a specified meal component, contractor will notify the SPONSOR immediately so substitutions can be agreed upon.
- The SPONSOR reserves the right to suggest or request menu changes within the food service management's company food cost periodically throughout the contract period. On occasion special menus will be planned to incorporate cultural or family traditions or celebrations. These events will be planned in advance with no less than two weeks' notice to ensure proper time to secure necessary ingredients.

### 4. Packaging and Food Preparation

- Hot Meals – Meals must be maintained in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic materials and be capable of withstanding temperature of 400°F (204°C) or higher.

- Cold Meals or Unnecessary to Heat – Containers and overlay should be plastic or paper and non-toxic.
- Cartons – Each carton shall be labeled and the label shall include:
  - The processor’s name and address
  - Item identity and meal type
  - Date of production
  - Quantity of individual units per carton
- Meals shall be delivered with the following non-food items for each meal provided: eating utensils, disposable plates or trays, cups, condiments, napkins, single service ware, all of which shall be provided in safe transportation containers.
- Meals for children with special meal accommodation needs (i.e. special diets personal or medically required – allergies) must be separate and clearly marked.
- Meals shall be prepared under properly controlled temperatures and not more than 24 hours prior to delivery.

**5. Food Specifications**

- Proposals are 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 D – CACFP Meal/Pattern Requirements* of this Request for Proposal.
- All meat and meat products, except sausage products, shall have 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 sound, sanitary, and free of objectionable odors or signs of deterioration.

**6. Product Specifications**

- Milk and milk products are defined as “...fluids types of pasteurized flavored or unflavored whole milk or low fat milk, or skim milk or cultured buttermilk, which meets State and local standards for such milk...” Milk delivered hereunder shall conform to these specifications. Note: only low fat (1 percent) or non-fat milk can be served to individuals two years and older.

**SECTION F: UNIT PRICE & INSTRUCTIONS**

**Unit Price Schedule and Instructions**

VENDORS are to submit prices on the following meals types meeting the contract specifications set forth in *Schedules C and D* for meals to be delivered to all of the centers stated in ***Schedule B***. MAAC has the option to change the number of meals as needed.

SPONSOR Section:			VENDOR Section:	
A. Meal Type Head Start/CDE /SDCOE/Full Day/Ext Day	B. Estimated Servings Per Day	C. Estimated Serving Days	D. Unit Price	E. Total Price
Breakfast	586	175		
Lunch	586	175		
Snack	586	175		



SPONSOR Section:			VENDOR Section:	
A. Meal Type Head Start Part Day/HB	B. Estimated Servings Per Day PD/HB	C. Estimated Serving Days PD/HB	D. Unit Price	E. Total Price
Breakfast	136/40	128/16		
Lunch	272/40	128/16		
Snack	136/0	128/0		

SPONSOR Section:			VENDOR Section:	
A. Meal Type Early Head Start Full Day	B. Estimated Servings Per Day	C. Estimated Serving Days	D. Unit Price	E. Total Price
Breakfast	216	188		
Lunch	216	188		
Snack	216	188		

SPONSOR Section:			VENDOR Section:	
A. Meal Type Early Head Start HB	B. Estimated Servings Per Day HB	C. Estimated Serving Days HB	D. Unit Price	E. Total Price
Breakfast	151	22		
Lunch	151	22		
P.M. Snack	151	22		

**SPONSOR WILL COMPLETE THESE PORTIONS OF THE PRICE SCHEDULE:**

- **Meal Type:** SPONSOR should indicate which meal type the VENDOR will be providing meals for during the contract period, i.e. breakfast, lunch, p.m. snack or dinner.
- **Estimated Servings per Day:** SPONSOR should fill in the estimated number of meals that will be served each day by the meal type during the contract period. This calculation should be estimated for the entire program.
- **Estimated serving Days:** SPONSOR should enter the calculated number of anticipated operating days that meals will be served during the contract period.

**VENDOR WILL COMPLETE THESE PORTIONS OF THE PRICE SCHEDULE:**

- **Unit Price:** The food service management company shall complete the appropriate price for each meal type as indicated by the SPONSOR in Column A. The prices for each meal type which the VENDOR agrees to furnish must be written in ink or typed in the blank space provided. Prices must include delivery cost to the designated centers and taxes.
- **Total Price:** VENDOR shall calculate total price by multiplying Columns B x C x D. In event of any inconsistencies or error in calculation or quotation, the base price Column D shall take precedence.

## **SECTION G: CONTRACT PROVISION & SPECIFICATIONS**

### **1. Requirements Contract**

- 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 SPONSOR'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 even shall not constitute the basis for an equitable price adjustment under this contract.
- The SPONSOR shall not be required to purchase from the Contractor requirements in excess of the limit on total orders under this contract, if any.
- The SPONSOR may issue orders that provide for delivery or performance at multiple destinations.
- The SPONSOR shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the Contractor of services specified in the Sections and Schedules will be dependent upon the needs and requirements of the SPONSOR.
- 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 SPONSOR and the Contractor. Authority for such renegotiation must be requested from CDE, in writing by the SPONSOR, prior to the commencement of any such renegotiation.

### **2. Pricing**

- Pricing shall be on the numbers described in Section F, "Unit Price Schedule". All VENDORS must submit proposals on the same menu cycle provided by the SPONSOR. Proposal prices must include the price of the 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.
- Kitchen equipment should be inclusive of unit price. If not, additional price breakdown is needed.

### **3. Evaluation Elements/Scoring Criteria**

Each VENDOR will be evaluated on the following factors:

- Financial Capacity to perform a contract of the scope required. Financial Statement/Balance Sheet required
- Adequacy of plant facilities for food preparation, with approved licensing certification that facilities meet all applicable state and local health, safety, and sanitation standards.
- Previous experience performing services similar in nature and scope.
- Other factors such as transportation capability, sanitation, and packaging.
- Quality of Food
- Reasonableness of Cost

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

<b>SCORING CRITERIAS:</b>	<b>Points</b>
Financial capability to perform a contract of the scope	14
Adequacy of plant facilities for food preparation, with approved licensing certification that facilities meet all applicable state and local health, safety, and sanitation standards.	14
Previous experience performing services similar in nature and scope	10
Other factors such as transportation capability, sanitation, and packaging	15
Expertise and availability of key personnel	7
Quality of Food - <i>The way food is prepared and packaged, ingredients used, and taste. Nutritional value of food products.</i>	15
Reasonableness of cost	20
Interview - <i>Responses to interview questions.</i>	5
<b>Total Points Available</b>	<b>100</b>

#### 4. Unit Prices

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

#### 5. Non-compliance

The SPONSOR reserves the right to inspect and determine the quality of food delivered and reject any meals that do not comply with requirements and specifications of the contract. The Contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications. The SPONSOR reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The Contractor shall be responsible for any excess cost, but will receive no adjustment in the event the meals are procured a lesser cost. The SPONSOR or SPONSOR representative inspecting shall notify the Contractor in writing as to the number of meals rejected and the reasons for the rejection.

#### 6. Title III C Assurance

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

### SECTION H: GENERAL CONDITIONS

#### 1. Delivery Requirements

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

## 2. **Supervision & Inspection**

- The Contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.

## 3. **Record Keeping**

- Maintain daily menu production records up front or as changes or substitutions are made.
- Transport records must be prepared by the Contractor- One copy for the Contractor, and one copy for the center. Transport records must be itemized to show the number of meals of each type delivered to each delivery location. Designees of each delivery location will check the adequacy of the delivery and the meals before signing the delivery sheet. Invoices shall be accepted by the SPONSOR only if they accurately represent the transport records signed by the SPONSOR designees.
- Contractor shall maintain records supported by transport records, purchase orders, and production records for this contract or other evidence for inspection and reference to support payments and claims.
- The books and records of the Contractor pertaining to this contract shall be available for a period of three (3) years from the date the SPONSOR submits to CDE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for inspection and audit by representatives of CDE, USDA, the SPONSOR, and the Controller General of the United States at any reasonable time and place.
- Contractor shall provide the SPONSOR with a detailed list of ingredients for each menu item (and any following new menu items) including any items on the vegetarian, special diets (i.e. allergies) and infant menus.
- Milk Receipts – Receipts for hormone free milk shall be provided with each delivery of milk.

## 4. **Method of Payment**

- The Contractor shall submit its itemized invoice to MAAC, Administration. 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 SPONSOR.

- Billing address for all locations:

MAAC – CDP Administration  
ATTN: Accounts Payable  
956 Vale Terrace Drive  
Vista, CA 92064

## **5. Inspection of Facility**

- The Contractor's facilities shall be subject to periodic inspections by the USDA, state, local health departments, or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with USDA regulations.
- The Contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determined 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 Requirements**

- For the entire contract term, including any extension as may be agreed by SPONSOR and the contractor, the contractor shall maintain insurance coverage, with the SPONSOR as co-insured, as follows:
  - Liability Insurance Coverage to include: Bodily Injury, Property Damage and Product Liability, with limits of at least \$1,000,000 per person and \$2,000,000 for any single occurrence for bodily injury or death and at least \$1,000,000 for any single occurrence for injury to or destruction of property.
  - Comprehensive Automobile Insurance in the amount of \$1,000,000 combined single limit.
  - For the entire contract term, including any extension as may be agreed by SPONSOR and the contractor, the contractor shall maintain insurance coverage, with the SPONSOR as co-insured, as follows:
- The SPONSOR must be named as insured under a policy of product liability insurance having a minimum limit of \$1,000,000.
- The VENDOR's must maintain Workers Compensation coverage for their employees with a minimum limit of \$1,000,000.

## **7. Availability of Funds**

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

## **8. Force Majeure**

- It either the SPONSOR or Contractor is delayed at any time in the performance of its obligations under this contract by economic industry-wide strikes, earthquake, fire, floods, acts of government, unusual delay in deliveries, unavoidable casualties or other causes reasonably beyond the control of SPONSOR or contractor and which could not have been reasonably anticipated, then the party affected by such even shall give notice to the other party of the probable extent to which the affected party will be unable to perform or be delayed in performing its obligations hereunder.
- If the performance of this contract by either party is delayed, interrupted or prevented by reason of a force majeure event, the affected party shall be excused from performing hereunder while and to the extent the force majeure condition exists, after which the party's performance shall be resumed.
- Notwithstanding the foregoing, upon the declaration of a force majeure even by the contractor which prevents its full and/or timely delivery of goods hereunder, the SPONSOR may, at its option and without liability, purchase the items from other sources and pass on the additional purchase, transportation and other costs incurred on to the contractor.

## **9. Number of Meals & Delivery Times**

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

## **10. Emergencies**

- In the event of unforeseen emergency circumstances, the Contractor shall immediately notify the SPONSOR 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 2 hours after specified mealtime. Emergency circumstances at the center precluding utilization of meals are the concern of the SPONSOR. The SPONSOR may cancel orders provided it gives the Contractor at least 48 hours' notice. Adjustments for emergency situations affecting the Contractor's ability to deliver meals or the SPONSOR's ability to utilize for periods longer than 24 hours will be mutually worked out between Contractor and the SPONSOR.

## **11. Termination**

- The SPONSOR reserves the right to terminate this contract if the Contractor fails to comply with any of the requirements of this contract. The SPONSOR shall notify the Contractor of specific instances of noncompliance in writing. In instances where the Contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the SPONSOR shall have the right upon written notice to immediately terminate the contract and the Contractor shall be liable for any damages incurred by the SPONSOR. The SPONSOR shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- The SPONSOR shall be written notice to the contractor, terminate the right of the Contractor to proceed under this contract if it is found by the agency that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor to any officer or employee of the SPONSOR, 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 SPONSOR makes such findings shall be in issue and may be reviewed in any competent court.

- In the event this contract is terminated as provided in paragraph (2) hereof, the agency shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than 10 times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- The rights and remedies of the SPONSOR 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.

## 12. **Subcontracts & Assignments**

- The Contractor shall not subcontract with any other contractor for the total meal, with or without milk, or for assembly of the meal; and shall not assign, without the advance written consent of the SPONSOR, this contract or any interest therein. In the event of any assignment, the Contractor shall remain liable to the SPONSOR as principal for the performance of all the Contractor's obligations under this contract.

## 13. **Compliance with Law**

The Contractor is aware of, is fully informed about and in full compliance with its obligations under existing applicable law and regulations, including:

- Title VI of the Civil Right Act 1964, as amended (42 USC 2000(D))
- Executive Order 11246 of September 14, 1965 (Equal Employment Opportunity), as amended by Executive Order 11375 of October 13, 1967.
- Fair Labor Standards Act 1938, Sections 6, 7, and 12, as amended
- Immigration Reform and Control Act of 1986
- Americans with Disabilities Act of 1990 (42 USC 12101 et seq.)
- Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3)
- Contract Work Hours and Safety Standards Act, Sections 103 and 107 (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)

## SECTION I: GENERAL PROVISIONS FOR CONTRACTS EXCEEDING \$150,000 & CLEAN AIR AND WATER CERTIFICATION

### GENERAL PROVISIONS FOR CONTRACTS EXCEEDING \$150,000

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

### Clean Air & Water

The Contractor agrees as follows:

- 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.
- 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.
- 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.
- To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- To insert the substance of the provision of this clause in any nonexempt subcontract including this paragraph.

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

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



**CLEAN AIR AND WATER CERTIFICATION**

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

1. The Contractor 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 Contractor will promptly notify the SPONSOR official, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that any facility that the Contractor proposes to use the performance of the contract is under consideration to be listed o the EPA List of Violating Facilities.
3. The Contractor will include substantially this certification, in its entirety, in every nonexempt subcontract.

Name of Contractor:		
Signature of Authorized Agent (Contractor):	Title:	Date:

## SECTION J: VENDOR QUESTIONNAIRE

**This section must be completed, signed and returned with VENDOR's proposal. Failure to sign and return this section will result in rejection of the proposal.**

Please submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

1. Legal Name of the company: \_\_\_\_\_  
Number of years in business: \_\_\_\_\_  
Type of operation:       Individual       Partnership       Corporation  
Number of employees: \_\_\_\_\_
2. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances and prospects for resolution.
3. Provide a customer reference list of no less than three (3) organizations with which your company currently has contracts and/or has previously provided goods and/or services of equal type and scope, as requested herein, within the past five (5) years. The reference list must include company name, contact person, telephone number, project description and length of business relationship.
4. Provide an estimate of the earliest start date and end start (if applicable) following execution of a contract.
5. Provide summary resumes for proposed project team members, including their specific experience with similar projects and number of years with your company.

6. What difficulties do you anticipate in serving SPONSOR and how do you plan to manage these?
  
7. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship between your company and any SPONSOR employee? If yes, please explain.
  
8. Describe your company's quality assurance program. What are your company's requirements and how they are measured?
  
9. Provide a financial rating of your company and any documentation that indicates the financial stability of your company.
  
10. Is your company a minority-owned or woman-owned business? If so, under what certifying agency – state or federal – is it certified?

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Authorized Signature

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Date

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Title

**Schedule A:**

**REQUEST FOR PROPOSAL AND CONTRACT  
CHILD CARE AND ADULT CARE FOOD PROGRAM (CACFP)**

**TO BE COMPLETED BY SPONSOR:**

Program's Name: <b>MAAC</b>	RFP #: <b>2021-01CDP</b>
Contact Person's Name: <b>Procurement Coordinator</b>	
Address: <b>1355 Third Avenue</b>	
City, State, Zip: <b>Chula Vista, CA 91911</b>	
Telephone #: <b>(619) 426-3595</b>	Fax #: <b>(619) 426-2173</b>
Contract Start Date: <b>07/01/2021</b>	Contract End Date: <b>6/30/2022</b>

**TO BE COMPLETED BY VENDOR:**

Name of VENDOR:	
Contact Person's Name:	Title:
Address:	
City, State, Zip:	
Telephone #:	Fax #:
Federal ID Number:	
Total Estimated Amount of Proposal \$	
Signature of Authorized Representative:	Date:

This document contains an invitation for the furnishing of meals to be served to children participating in CACFP established by the United States Department of Agriculture (7CFR part 226) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the Contractor and the SPONSOR named above. By submission of this proposal, the VENDOR certifies that in the event he/she receives an award under this solicitation, he/she shall operate in accordance with all applicable, current program regulations.

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**TO BE COMPLETED BY SPONSOR:**

**ACCEPTANCE:**

Contract#:	
SPONSOR Representative's Name:	Title:
SPONSOR Representative's Signature:	Date:

## Schedule B: List of Child Development Centers

HEAD START		
Center	Address	# of Children
Oceanside - North Coast	1501 Kelly Street, Oceanside, CA 92054	60
Oceanside - Island Club	2322 Catalina Circle, Oceanside, CA 92057	80
Vista - Olive	739 Olive Ave., Vista, CA 92084	80
Fallbrook Street	405 W. Fallbrook Street, Fallbrook, CA 92028	40
Fallbrook View	901 Alturas #A, Fallbrook, CA 92028	48
San Marcos - Gosnell	139 Gosnell Way, San Marcos, CA 92069	102
Valley Center - Rincon	33509 Valley Center Road, Valley Center, CA 92082	16
Pauma	33158A Cole Grade Road, Pauma Valley, CA 92061	40
Carlsbad - Eureka	3368 Eureka Place, Carlsbad, CA 92008	80
Carlsbad - Laurel Tree	1307 Laurel Tree Lane, Carlsbad, CA 92009	60
Escondido - Los Niños	221 W. 7th Avenue, Escondido, CA 92025	80
Escondido - Hickory	635 N. Hickory Street, Escondido, CA 92025	56
Escondido - Del Dios	835 W. 15th Avenue, Escondido, CA 92025	60

*\*Note: The total numbers of meals may increase to accommodate for teaching staff and parent volunteers. An average of 2 to 3 additional meals per classroom.*

Head Start services: [08/09/2021 - 06/03/2022](#)

EARLY HEAD START		
Center	Address	# of Children
Oceanside - Old Grove	235 Via Pelicano, Oceanside, CA 92054	28
Vista - Olive	739 Olive Ave., Vista, CA 92084	52
Vista - Foothill	1410 Foothill Road, Vista, CA 92083	56
Fallbrook - FBK Street	405 W. Fallbrook Street, Fallbrook, CA 92028	40
San Marcos - Linda Vista	1587 Linda Vista Drive, San Marcos, CA 92069	56
San Marcos - Gosnell	139 Gosnell Way, San Marcos, CA 92069	24
San Marcos - Westlake	405 Autum Drive, San Marcos, CA 92069	40
Valley Center - Rincon	33509 Valley Center Road, Valley Center, CA 92082	36
Escondido - Los Niños	221 W. 7th Avenue, Escondido, CA 92025	16
Escondido - Hickory	635 N. Hickory Street, Escondido, CA 92025	28
Escondido - Del Dios	835 W. 15th Avenue, Escondido, CA 92025	40

*\*Note: The total numbers of meals may increase to accommodate for teaching staff and parent volunteers. An average of 2 to 3 additional meals per classroom.*

Early Head Start services: [07/26/2021 - 06/24/2022](#)

Please list the types and quantities of equipment needed to provide these services:

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**Schedule C: Sample Head Start Menu** *(Menus must adhere to new meal pattern)*

**Head Start, CYCLE 1**

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
BREAKFAST	<p>¾ c Corn Flakes Cereal ½ c Diced Peaches ¾ c 1% Low Fat Milk / Water</p>	<p>1 oz. Belgian Waffle Sticks (CN) 1 tsp. Syrup ½ c Apple Sauce ¾ c 1% Low Fat Milk / Water</p>	<p>¾ c Cheerios ½ c Diced Pears ¾ c 1% Low Fat Milk / Water</p>	<p>1 Nutri-Grain Bar ½ c Banana ¾ c 1% Low Fat Milk / Water</p>	<p>¾ c Cooked Quick Oats ½ c Diced Pineapples ¾ c 1% Low Fat Milk / Water</p>
LUNCH	<p>Tuna Experience</p>	<p>Chicken Nuggets</p>	<p>Spaghetti w/Meat Sauce</p>	<p>Chicken Vegetable &amp; Noodle Soup</p>	<p>Beef Burrito</p>
	<p>1.5 oz. Tuna Fish 1 tsp. Mayonnaise 1 Slice Whole Wheat Bread ¼ c Celery ¼ c Fresh Apples ¾ c 1% Low Fat Milk / Water</p>	<p>5 Chicken Nuggets (CN) ¼ c Mashed Potatoes ½ c Watermelon ¾ c 1% Low Fat Milk / Water</p>	<p>1.5 oz. Ground Beef ½ c Spaghetti Noodles ⅛ c Diced Tomatoes, Onions, Tomato Sauce, Tomato Paste ⅛ c Sliced Cucumbers ¼ c Oranges ¾ c 1% Low Fat Milk / Water</p>	<p>1.5 oz. Diced Cooked Chicken 1/16 c Angel Hair Noodles 1 Slice Whole Wheat Bread ¼ c Diced Onion, Fresh Celery ¼ c Diced Peaches ¾ c 1% Low Fat Milk / Water</p>	<p>1.5 oz. Ground Beef ½ oz. Shredded Cheddar Cheese 1-8" Whole Wheat Tortilla ¼ c Watermelon/Fruit of Season ¾ c 1% Low Fat Milk / Water</p>
PM SNACK	<p>1 oz. Oatmeal Cookies ¾ c 1% Low Fat Milk / Water</p>	<p>1 oz. Nacho Chips ½ c Fresh Home Made Salsa (Tomatoes, Onions, &amp; Cilantro) ½ c Grape Juice ¾ c 1% Low Fat Milk / Water</p>	<p>CE: Apple Party</p>	<p>1 oz. Muffins ¾ c 1% Low Fat Milk / Water</p>	<p>.8 oz. Vanilla Wafers ¾ c 1% Low Fat Milk / Water</p>
			<p>½ c Red Apples, Green Apples, Yellow Apples ¾ c 1% Low Fat Milk / Water</p>		

## Head Start, CYCLE 2

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<b>BREAKFAST</b>	<p>¾ c Toasted Oats ½ c Diced Peaches ¾ c 1% Low Fat Milk / Water</p>	<p>1 oz. Blueberry Muffin ½ c Diced Pineapple ¾ c 1% Low Fat Milk / Water</p>	<p>¾ c Bran Flakes ½ c Banana ¾ c 1% Low Fat Milk / Water</p>	<p>1 oz. Pancake 1 tsp. Syrup ½ c Applesauce ¾ c 1% Low Fat Milk / Water</p>	Cheese Sandwich
					<p>1.5 oz. Sliced Cheese 1 Slice Whole Wheat Bread ½ c Strawberries ¾ c 1% Low Fat Milk / Water</p>
<b>LUNCH</b>	Cheese Quesadilla	Oven Baked Chicken Drumsticks	Cheese Pizza (CN)	Chicken & Potato	Chef Choice
	<p>2 oz. Shredded Cheddar Cheese 1-8" Whole Wheat Tortilla ¼ c Diced Tomatoes ¼ c Fresh Apples ¾ c 1% Low Fat Milk / Water</p>	<p>3 oz. Chicken Drumstick ¼ c Steamed Brown Rice ¼ c Steamed Green Peas ¼ c Fresh Oranges ¾ c 1% Low Fat Milk / Water</p>	<p>1.5 oz. Cheese Pizza ¼ c Garden Salad 1 tsp. Ranch Dressing ½ c Apple Juice ¾ c 1% Low Fat Milk / Water</p>	<p>1.5 oz. Diced Cooked Chicken ⅛ c Diced Potatoes 1/16 c Tomato Sauce ¼ c Green Beans ¼ c Fresh Pears 1 Whole Wheat Dinner roll ¾ c 1% Low Fat Milk / Water</p>	<p>1.5 oz. Meat/Meat Alternative 1 Slice Bread/Bread Alternative ¼ c Vegetable ¼ c Fresh Fruit of Season ¾ c 1% Low Fat Milk / Water</p>
<b>PM SNACK</b>	<p>1 oz. Banana Nut Muffin ¾ c 1% Low Fat Milk / Water</p>	<p>.8 oz. Ritz Crackers ½ c Grape Juice</p>	<p>.5 oz. Granola ¼ c Plain Yogurt ½ c Diced Peaches 1 c Water</p>	<p>1 oz. Assorted Crackers ¼ c Cottage Cheese ¾ c 1% Low Fat Milk / Water</p>	Melon Medley
					<p>½ c Watermelon, Cantaloupe, Honeydew ¾ c 1% Low Fat Milk / Water</p>

## Head Start, CYCLE 3

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<b>BREAKFAST</b>	<p>¾ c Cheerios ½ c Diced Peaches ¾ c 1% Low Fat Milk / Water</p>	Grilled Cheese	<p>¾ c Cooked Quick Oats ½ c Diced Pineapples ¾ c 1% Low Fat Milk / Water</p>	<p>¾ c Country Corn Flakes ½ c Banana ¾ c 1% Low Fat Milk / Water</p>	Wheat Toast Scrambled Eggs
		<p>1.5 oz. Cheese 1 Slice Whole Wheat Bread ½ c Orange Slices ¾ c 1% Low Fat Milk / Water</p>			<p>1 Egg 1 Slice Whole Wheat Bread ½ c Sliced Peaches ¾ c 1% Low Fat Milk / Water</p>
<b>LUNCH</b>	Tuna Pasta Salad	Tacos	Oven Baked Fried Chicken	Turkey Ham and Cheese Sandwich	Sloppy Over Rice
	<p>1.5 oz. Tuna Fish ½ c Elbow Macaroni w/Sweet Pickles Relish, Mayonnaise, &amp; Mustard ¼ c Lettuce Leaves &amp; Onions ¼ c Watermelon ¾ c 1% Low Fat Milk / Water</p>	<p>1.5 oz. Ground Beef 1 Corn Tortilla Shell ⅛ c Shredded Lettuce ⅛ c Diced Tomatoes ¼ c Fresh Apples ¾ c 1% Low Fat Milk / Water</p>	<p>2 oz. Chicken ¼ c Mashed Potatoes 1 Whole Wheat Dinner Roll ¼ c Fresh Oranges ¾ c 1% Low Fat Milk / Water</p>	<p>1 oz. Turkey Ham 1 oz. Sliced Cheese 1 Slice Whole Wheat Bread ¼ c Carrot Sticks ¼ c Fresh Apples ¾ c 1% Low Fat Milk / Water</p>	<p>1.5 oz. Ground Beef in Tomato Sauce ½ c Steamed Rice ⅛ c Green Peas ⅛ c Tomato Paste &amp; Onion ¼ c Cantaloupe ¾ c 1% Low Fat Milk / Water</p>
<b>PM SNACK</b>	<p>.8 oz. Animal Crackers ¾ c 1% Low Fat Milk / Water</p>	Smoothie	<p>.8 oz. Saltine Crackers .5 oz. Cheese Sticks ½ c Apple Juice</p>	<p>1 oz. Bran Muffin ¾ c 1% Low Fat Milk / Water</p>	<p>.8 oz. Vanilla Wafers ½ c Pineapple Juice</p>
		<p>¼ c Banana ¼ c Strawberries/Fruit of Season ¾ c 1% Low Fat Milk / Water</p>			



## Head Start, CYCLE 4

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
BREAKFAST	<p>¾ c Granola Cereal ½ c Diced Pears ¾ c 1% Low Fat Milk / Water</p>	<p>½ English Muffin w/Margarine ½ c Fresh Apples ¾ c 1% Low Fat Milk / Water</p>	<p>¾ c Trail Mix ½ c Pears Halves ¾ c 1% Low Fat Milk / Water</p>	<p>1 Egg/Egg Omelet 1 oz. Shredded Cheese ½ c Bananas ¾ c 1% Low Fat Milk / Water</p>	<p>¾ c Rice Crispies ½ c Diced Pineapples ¾ c 1% Low Fat Milk / Water</p>
LUNCH	Hamburgers	Teriyaki Bowl	Macaroni and Cheese	Turkey Sandwich	Lentil Soup
	<p>3 oz. Hamburger Pattie 1 Whole Wheat Hamburger Bun ⅛ c Sliced Tomatoes ⅛ c Leaf Lettuce ¼ c Bananas ¾ c 1% Low Fat Milk / Water</p>	<p>1.5 oz. Grilled Chicken ¼ c Steamed Rice 1 tbsp. Teriyaki Sauce ¼ c Diced Carrots ¼ c Fresh Oranges ¾ c 1% Low Fat Milk / Water</p>	<p>½ c Elbow Noodles 1.5 oz. Shredded Jack Cheese ¼ c Steamed Broccoli ¼ c Fresh Apples ¾ c 1% Low Fat Milk / Water</p>	<p>1.5 oz. Sliced Turkey Meat 1 Slice Whole Wheat Bread ⅛ c Leaf Lettuce ⅛ c Carrot Sticks ½ c Grape Juice ¾ c 1% Low Fat Milk / Water</p>	<p>½ c Lentil Beef Stock 1/16 c Tomato Paste 1/16 c Diced Potatoes 1/16 c Minced Onion 1/16 c Diced Celery ¼ c Diced Carrots ½ c Bananas ¾ c 1% Low Fat Milk / Water</p>
PM SNACK	Macaroni Salad	.8 oz. Animal Crackers ½ c Pineapple Juice	Fruit Tray	.8 oz. Vanilla Wafers ¾ c 1% Low Fat Milk / Water	1 oz. Bran Muffin ¾ c 1% Low Fat Milk / Water
	<p>¼ c Macaroni w/Mayonnaise ½ c Diced Cucumbers ¾ c 1% Low Fat Milk / Water</p>		<p>½ c Strawberries, Cantaloupe ¾ c 1% Low Fat Milk / Water</p>		

## Early Head Start, CYCLE 1

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
BREAKFAST	<p>¼ c Corn Flakes Cereal ¼ c Diced Peaches ½ c 2% Low Fat Milk / Water</p>	<p>1 oz. Belgian Waffle Sticks (CN) 1 tsp. Syrup ¼ c Applesauce ½ c 2% Low Fat Milk / Water</p>	<p>¼ c Cheerios ¼ c Diced Pears ½ c 2% Low Fat Milk / Water</p>	<p>1 Nutri-Grain Bar ¼ c Banana ½ c 2% Low Fat Milk / Water</p>	<p>¼ c Cooked Quick Oats ¼ c Diced Pineapples ½ c 2% Low Fat Milk / Water</p>
LUNCH	<p>Tuna Experience</p>	<p>Chicken Nuggets</p>	<p>Spaghetti w/Meat Sauce</p>	<p>Chicken Vegetable &amp; Noodle Soup</p>	<p>Beef Burrito</p>
	<p>1 oz. Tuna Fish ½ tsp. Mayonnaise 1 Slice Whole Wheat Bread ¼ c Celery ¼ c Fresh Apples ½ c 2% Low Fat Milk / Water</p>	<p>5 Chicken Nuggets (CN) ¼ c Mashed Potatoes ¼ c Fresh Watermelon ½ c 2% Low Fat Milk / Water</p>	<p>1 oz. Ground Beef ¼ c Spaghetti Noodles ⅛ c Diced Tomatoes, Onions, Tomato Sauce, Tomato Paste ⅛ c Sliced Cucumbers ⅛ c Fresh Oranges ½ c 2% Low Fat Milk / Water</p>	<p>1 oz. Diced Cooked Chicken ⅛ c Angel Hair Noodles ½ Slice Whole Wheat Bread ⅛ c Diced Onion, Fresh Celery ¼ c Diced Peaches ½ c 2% Low Fat Milk / Water</p>	<p>1 oz. Ground Beef ½ oz. Shredded Cheddar Cheese 1-6" Whole Wheat Tortilla ¼ c Watermelon/Fruit of Season ½ c 2% Low Fat Milk / Water</p>
PM SNACK	<p>1 oz. Oatmeal Cookies ½ c 2% Low Fat Milk / Water</p>	<p>1 oz. American Cheese ½ Slice Whole Wheat Bread ½ c Fresh Home Made Salsa (Tomatoes, Onions, &amp; Cilantro) ½ c 2% Low Fat Milk / Water</p>	<p>CE: Apple Party</p>	<p>1 oz. Muffins ½ c 2% Low Fat Milk / Water</p>	<p>.5 oz. Vanilla Wafers ½ c 2% Low Fat Milk / Water</p>
			<p>½ c Red Apples, Green Apples, Yellow Apples ½ c 2% Low Fat Milk / Water</p>		

## Early Head Start, CYCLE 2

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<b>BREAKFAST</b>	<p>¼ c Toasted Oats ¼ c Diced Peaches ½ c 2% Low Fat Milk / Water</p>	<p>1 oz. Blueberry Muffin ¼ c Diced Pineapple ½ c 2% Low Fat Milk / Water</p>	<p>¼ c Bran Flakes ¼ c Bananas ½ c 2% Low Fat Milk / Water</p>	<p>1 oz. Pancake ½ tsp. Syrup ¼ c Applesauce ½ c 2% Low Fat Milk / Water</p>	Cheese Sandwich
					<p>1 oz. Sliced Cheese 1 Slice Whole Wheat Bread ¼ c Strawberries ½ c 2% Low Fat Milk / Water</p>
<b>LUNCH</b>	Cheese Quesadilla	Oven Baked Chicken Drumsticks	Cheese Pizza (CN)	Chicken & Potato	Chef Choice
	<p>1.5 oz. Shredded Cheddar Cheese 1-6" Whole Wheat Tortilla ¼ c Diced Tomatoes ¼ c Fresh Apples ½ c 2% Low Fat Milk / Water</p>	<p>1 oz. Chicken Drumstick ¼ c Steamed Brown Rice ½ c Steamed Green Peas ¼ c Fresh Oranges ½ c 2% Low Fat Milk / Water</p>	<p>1 oz. Cheese Pizza ½ c Garden Salad ½ tsp. Ranch Dressing ½ c Apple Juice ½ c 2% Low Fat Milk / Water</p>	<p>1 oz. Diced Cooked Chicken ½ c Diced Potatoes ½ c Tomato Sauce ½ c Green Beans ½ c Fresh Pears 1 Whole Wheat Dinner roll ½ c 2% Low Fat Milk / Water</p>	<p>1 oz. Meat/Meat Alternative 1 Slice Bread/Bread Alternative ½ c Vegetable ¼ c Fruit of Season ½ c 2% Low Fat Milk / Water</p>
<b>PM SNACK</b>	<p>1 oz. Banana Nut Muffin ½ c 2% Low Fat Milk / Water</p>	<p>.8 oz. Ritz Crackers ½ c Grape Juice</p>	<p>.5 oz. Granola ¼ c Plain Yogurt ½ c Diced Peaches 1 c Water</p>	<p>1 oz. Assorted Crackers ¼ c Cottage Cheese ½ c 2% Low Fat Milk / Water</p>	Melon Medley
					<p>½ c Watermelon, Cantaloupe, Honeydew ½ c 2% Low Fat Milk / Water</p>

## Early Head Start, CYCLE 3

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<b>BREAKFAST</b>	¼ c Cheerios ¼ c Diced Peaches ½ c 2% Low Fat Milk / Water	Grilled Cheese	¼ c Cooked Quick Oats ¼ c Diced Pineapples ½ c 2% Low Fat Milk / Water	¼ c Country Corn Flakes ¼ c Bananas ½ c 2% Low Fat Milk / Water	Wheat Toast Scrambled Eggs
		1.5 oz. Cheese 1 Slice Whole Wheat Bread ½ c Orange Slices ½ c 2% Low Fat Milk / Water			1 egg 1 Slice Whole Wheat Bread ¼ c Sliced Peaches ½ c 2% Low Fat Milk / Water
<b>LUNCH</b>	Tuna Pasta Salad	Tacos	Oven Baked Fried Chicken	Turkey Ham and Cheese Sandwich	Sloppy Over Rice
	1 oz. Tuna Fish ¼ c Elbow Macaroni w/Sweet Pickle Relish, Mayonnaise, & Mustard ⅛ c Lettuce Leaves & Onions ⅛ c Watermelon ½ c 2% Low Fat Milk / Water	1 oz. Ground Beef 1 Corn Tortilla Shell ⅛ c Shredded Lettuce ⅛ c Diced Tomatoes ⅛ c Fresh Apples ½ c 2% Low Fat Milk / Water	1 oz. Chicken Drumstick ⅛ c Mashed Potatoes 1 Whole Wheat Dinner Roll ⅛ c Fresh Oranges ½ c 2% Low Fat Milk / Water	1 oz. Turkey Ham 1 oz. Sliced Cheese 1 Slice Whole Wheat Bread ⅛ c Steamed Carrot ⅛ c Fresh Apples ½ c 2% Low Fat Milk / Water	1 oz. Ground Beef in Tomato Sauce ¼ c Steamed Rice ⅛ c Green Peas ⅛ c Tomato Paste & Onion ¼ c Cantaloupe ½ c 2% Low Fat Milk / Water
<b>PM SNACK</b>	.8 oz. Animal Crackers ½ c 2% Low Fat Milk / Water	Smoothie	.5 oz. Saltine Crackers .5 oz. Cheese Sticks ½ c Apple Juice	1 oz. Bran Muffin ½ c 2% Low Fat Milk / Water	.5 oz. Vanilla Wafers ½ c Pineapple Juice
		¼ c Banana ¼ c Strawberries/Fruit of Season ½ c 2% Low Fat Milk / Water			

## Early Head Start, CYCLE 4

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
BREAKFAST	<p>¼ c Granola Cereal ¼ c Diced Pears ½ c 2% Low Fat Milk / Water</p>	<p>½ English Muffin w/Margarine ¼ c Fresh Apple ½ c 2% Low Fat Milk / Water</p>	<p>¼ c Trail Mix ¼ c Pears Halves ½ c 2% Low Fat Milk / Water</p>	<p>½ Egg/Egg Omelet ½ oz. Shredded Cheese ¼ c Bananas ½ c 2% Low Fat Milk / Water</p>	<p>¼ c Rice Crispies ¼ c Diced Pineapples ½ c 2% Low Fat Milk / Water</p>
LUNCH	Hamburgers	Teriyaki Bowl	Macaroni and Cheese	Turkey Sandwich	Lentil Soup
	<p>1 oz. Hamburger Pattie 1 Whole Wheat Hamburger Bun ⅛ c Sliced Tomatoes ⅛ c Leaf Lettuce ⅛ c Bananas ½ c 2% Low Fat Milk / Water</p>	<p>1 oz. Grilled Chicken ⅛ c Steamed Rice 1 tbsp. Teriyaki Sauce ⅛ c Steamed Carrots ⅛ c Fresh Oranges ½ c 2% Low Fat Milk / Water</p>	<p>¼ c Elbow Noodles 1 oz. Shredded Jack Cheese ⅛ c Steamed Broccoli ⅛ c Fresh Apples ½ c 2% Low Fat Milk / Water</p>	<p>1 oz. Sliced Turkey Meat 1 Slice Whole Wheat Bread ⅛ c Leaf Lettuce ⅛ c Steamed Carrot ⅛ c Grape Juice ½ c 2% Low Fat Milk / Water</p>	<p>½ c Lentil Beef Stock 1/16 c Tomato Paste 1/16 c Diced Potatoes 1/16 c Minced Onion 1/16 c Diced Celery ¼ c Steamed Carrots ½ c Bananas ½ c 2% Low Fat Milk / Water</p>
PM SNACK	Macaroni Salad	.8 oz. Animal Crackers ½ c Pineapple Juice	Fruit Tray	.5 oz. Vanilla Wafers ½ c Whole Milk / Water	1 oz. Bran Muffin ½ c 2% Low Fat Milk / Water
	<p>¼ c Macaroni w/Mayonnaise ¼ c Diced Cucumbers ½ c 2% Low Fat Milk / Water</p>		<p>½ c Strawberries, Cantaloupe ½ c 2% Low Fat Milk / Water</p>		

## Schedule D: CACFP Meal Patterns Child and Adult Care Food Program



United States Department of Agriculture

### CHILD MEAL PATTERN

Breakfast				
(Select all three components for a reimbursable meal)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> <small>(at-risk afterschool programs and emergency shelters)</small>
Fluid Milk <sup>3</sup>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both <sup>4</sup>	¼ cup	½ cup	¾ cup	1 cup
Grains (oz eq) <sup>5,6,7</sup>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>8</sup> , cereal grain, and/or pasta	¾ cup	¾ cup	1 cup	1 cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>8,9</sup>				
Flakes or rounds	¾ cup	¾ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	¾ cup	¾ cup	1 cup	1 cup

<sup>1</sup> Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

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

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

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

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

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

<sup>8</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams 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 ¾ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

## CHILD MEAL PATTERN

Lunch and Supper				
(Select all five components for a reimbursable meal)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> <small>(at-risk afterschool programs and emergency shelters)</small>
Fluid Milk <sup>3</sup>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
<b>Meat/meat alternates</b>				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products <sup>4</sup>	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	¾ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened <sup>5</sup>	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables <sup>6</sup>	½ cup	¼ cup	½ cup	½ cup
Fruits <sup>6,7</sup>	½ cup	¼ cup	½ cup	½ cup
<b>Grains (oz eq)<sup>8,9</sup></b>				
Whole grain-rich or enriched bread	½ slice	¾ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	¾ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>10</sup> , cereal grain, and/or pasta	¼ cup	¾ cup	½ cup	½ cup

<sup>1</sup> Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

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

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

<sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

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

<sup>6</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

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

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

<sup>9</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

<sup>10</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).



## CHILD MEAL PATTERN

<b>Snack</b>				
(Select two of the five components for a reimbursable snack)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> <small>(at-risk afterschool programs and emergency shelters)</small>
<b>Fluid Milk<sup>3</sup></b>	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
<b>Meat/meat alternates</b>				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products <sup>4</sup>	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	½ cup	½ cup	¾ cup	¾ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or sweetened <sup>3</sup>	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
Vegetables <sup>5</sup>	½ cup	½ cup	¾ cup	¾ cup
Fruits <sup>5</sup>	½ cup	½ cup	¾ cup	¾ cup
<b>Grains (oz eq)<sup>7,8</sup></b>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>9</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>9,10</sup>				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	½ cup	½ cup	¾ cup	¾ cup

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

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

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

<sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

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

<sup>6</sup>Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

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

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

<sup>9</sup>Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

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