

**Formal Procurement Requirements for Catered Meal Service  
Bids \$250,000 or more**

**Child Care Food Program**

**FFY 2022-2023**

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Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:** U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. **fax:** (833) 256-1665 or (202) 690-7442; or
3. **email:** [program.intake@usda.gov](mailto:program.intake@usda.gov)

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## Definitions

1. Addendum: An agreed upon addition to a contract signed by all parties to the original contract which details the specific terms, clauses and sections and definitions to be changed in the contract, but otherwise leaves it in full force.
2. Amendment: A formal or official change made to the catering contract which can add, remove, or update parts of the agreement, which may modify the terms of the contract.
3. Approved Food Sources: Food purchased from an entity that is under the regulatory authority of a state or federal agency.
4. Bid: A formal or informal offer to perform catering service in accordance with the specifications and conditions of the governing contract for a set, stated price.
5. Bulk food (bulk): Ready-to-eat foods that will be portioned by Institution or Facility before serving.
6. Child care center: Any public or private nonprofit Institution or Facility (except day care homes), or any for-profit center that is licensed or approved to provide nonresidential child care services to enrolled children, primarily of preschool age, including but not limited to day care centers, neighborhood centers, Head Start centers, and organizations providing day care services for children with disabilities. Child care centers may participate in the Child and Adult Care Food Program authorized by Section 17 of the National School Lunch Act (the Program) as independent centers or under the auspices of a sponsoring organization.
7. Child Care Food Program (CCFP): The portion of the Child and Adult Care Food Program enacted in Section 17 of the National School Lunch Act authorizing assistance to states through grants-in-aid and other means to initiate, maintain, and expand non-profit food service programs for children in nonresidential institutions that provide care. The CCFP is intended to enable such institutions to integrate a nutritious food service with organized care services for enrolled participants. Reimbursement payments for allowable costs are made under the CCFP by the state to the Institution that in turn is required to pay for meals received.
8. Competitive sealed bid (formal competitive procedure): A method of procurement whereby two or more sealed bids are publicly solicited, and a firm fixed-price contract is awarded to the responsive, responsible bidder whose bid, conforming to all the material terms and conditions of the solicitation, is the lowest in price or a selected acceptable bid price, based upon Child Care Food Program (CCFP) criteria.
9. Contract: A legally enforceable agreement duly executed by the authorized representative of the Institution or Facility and the Caterer that calls for the provision of meals, supplies and services by the Caterer in accordance with all the conditions and specifications in the contract for a price to be paid by the Institution. The contract is solely between the Institution or Facility and the Caterer. The CCFP is in no way liable as an active participant in or a party to the Catering Contract between the Caterer and Institution.
10. Cycle menu: A standard list of food items organized into daily meals meeting the United States Department of Agriculture (USDA) meal pattern. Cycle Menus are provided in specific sequence and arrangement to vary the diet of CCFP participants and remain in compliance with the USDA meal pattern standards.
11. Executed contract: A contract that has been signed and dated by both parties (authorized representatives of the Institution or Facility and Caterer). In those instances where the quoted or bid price for service under the original contract equals or exceeds \$50,000, if such contract is intended to support claims for CCFP meal reimbursement, it may not be executed until it is approved by the CCFP State office and must be so approved prior to the parties executing and commencing service under that contract for CCFP meal disbursements.
12. Facility: A sponsored child care center.

13. Fixed-price contract: A contract in which the Caterer is paid at a set or fixed rate per meal for a specific period of time.
14. Florida Department of Health (Department): The principal administrative unit that protects and promotes the health of all people in Florida through organized state and community efforts, including cooperative agreements with counties.
15. Food service management company: Also known as caterer — An organization other than a public or private nonprofit school, with which an Institution or Facility may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the CCFP
16. Highly Susceptible Population: As defined in the FDA Food Code and adopted by reference in Florida Administrative Code Rule 61C-1.001, means persons who are more likely than other people in the general population to experience foodborne disease because they are preschool age children and obtaining food at a facility that provides services, such as child day care center.
17. Informal competitive procedure: A method of obtaining catered meal service by requesting price quotations for meals.
18. Institution: A sponsoring organization, child care center, at-risk afterschool care center, outside school hours care center, or emergency shelter which enters into an agreement with the Department to assume final administrative and financial responsibility for Program operations.
19. Invitation to Bid (ITB): A written solicitation for competitive sealed bids with the title, date and hour of the public bid opening. The written solicitation contains specifications and pertinent attachments that define the items or services needed and upon which basis the bidder must be required to respond.
20. Licensing or permitting authority: Includes the Florida Department of Business and Professional Regulation (DBPR) which regulates restaurants, most mobile food vehicles, and most public food service events; the Florida Department of Agriculture and Consumer Services (FDACS) that generally regulates whole-sale food operations, convenience stores, grocery stores, food processing operations, food storage or warehouse operations, and non-alcoholic beverage operations; and the Florida Department of Health which regulates food service establishments such as food service operations located in institutional settings (schools, assisted living facilities, detention facilities, adult day care, etc.), civic and fraternal organizations, bars and lounges that do not prepare food, and theatres, to help ensure their products are not a source of foodborne illness.
21. Noncompetitive negotiation: Procurement through solicitation of a proposal from only one or a very limited number of sources or after solicitation of a number of sources, competition is determined to be inadequate.
22. Potentially hazardous food: Any food that requires time-temperature control (refrigeration or hot holding) and contains in whole or in part: milk, milk products, eggs, meat, poultry, fish, cooked plant food (rice, beans, vegetables, and baked potatoes), tofu, other soy -protein products, mushrooms, cut melon, and cut tomatoes.
23. Pre-assembled: Foods that are delivered as ready to eat items and do not require the Institution or Facility to assemble onsite, such as sandwiches, wraps, tacos, etc.
24. Quotation (or quote): The informal statement of a price at which a prospective Caterer is prepared to deliver specified services.
25. Responsive bidder: A Caterer that appears on the CCFP Caterer List who has submitted a response to an ITB for catering services.
26. Responsive potential Caterer: A Caterer that appears on the CCFP Caterer List who has submitted a response to a solicitation for a quote, or bid, for catering services.
27. Sponsoring organization: As defined by 7 C.F.R. § 226.2, a public or nonprofit private organization that is entirely responsible for administration of the CCFP in one or more day care homes; a child care center, emergency shelter, at-risk afterschool care center, or outside-school hours care center

that is a legally district entity from the sponsoring organization; two or more child care centers, emergency shelters, at-risk afterschool care centers, or outside-school-hours care center; or any combination of child care centers, emergency shelters, at-risk afterschool care centers, outside-school-hours care centers, and day care homes; or an organization that is entirely responsible for administration of the CCFP in any combination of two or more child care centers, at-risk afterschool care centers, or outside-school-hours care centers, which are part of the same legal entity as the sponsoring organization.

28. Thermal transport container: Insulated food transport containers suitable to transport hot or cold food safely at proper temperatures for at least four hours without electricity.
29. Unitized food: Ready-to-eat, pre-portioned foods.

## Catering Options

The Institution or Facility must decide if Child Care Food Program (CCFP) meals will be prepared onsite by program staff or if meals will be catered. The method of meal service will depend upon such factors as the type of menu desired, the availability of Caterers, and the availability of food service equipment, space, personnel, budget, and whether an Institution or Facility is able to prepare food onsite, as determined by the licensing authority.

Please keep in mind the following: the Florida Department of Children and Families (DCF) is responsible for food service inspections in licensed child care centers in 62 counties. Local licensing is responsible for food service inspections in these five counties: Broward, Hillsborough, Sarasota, Palm Beach, and Pinellas.

CCFP regulations require child care facilities to have a current health/sanitation permit and/or satisfactory food service inspection report issued by a local authority at least yearly. Food service inspection documentation is valid for one year from the date of issue or the expiration date on the documentation, whichever date is earlier. Food service inspection documentation must be available during a CCFP monitoring review.

Below are three types of catering options available to Institutions or Facilities:

1. Purchasing meals from a **Caterer on the CCFP Caterer List** using an informal or formal competitive procurement procedure depending on the Institution's or Facility's annual monetary threshold for meal service. The CCFP Standard Catering Contract must be used when procuring catered meal service, unless the Institution or Facility has their own pre-approved contract.
  - a. In order for Caterers to appear on the CCFP Caterer List, the Caterer has demonstrated it is properly licensed, or permitted, in the State of Florida to provide catering services.
  - b. The CCFP Caterer List is available on the CCFP website and in MIPS and can be viewed alphabetically by caterer or by county.
  - c. The CCFP is only authorized to reimburse a child care Institution that receives catered services from a CCFP registered Caterer that is on the CCFP Caterer List.
  - d. The CCFP does not endorse nor approve any specific catering entity.
2. Purchasing meals from a **Public School District**:
  - a. A competitive procurement procedure is not required; however, the Institution or Facility must have a written agreement with the Public School District that includes the unit meal price, school district menu, time period of the meal service agreement, and basic CCFP requirement information. The school district will provide agreement and terms.
  - b. Arrangements must be made to secure catered meal service when the local school district is not in session.

- c. School district menus are subject to approval by the CCFP for compliance with CCFP meal pattern requirements.

### 3. Receiving Meals from an **Affiliated Central Kitchen:**

- a. Some child care organizations own or are affiliated with multiple centers with one center having the kitchen capacity to cook meals for one or more additional affiliated centers.
- b. The site receiving meals from another affiliated site is referred to as receiving meals from a central kitchen. Though the site is receiving “catered” meals, it is not considered competitive procurement and a contract is not required as both centers are “affiliated”, or owned, by the same owner.

This Procurement Requirements booklet focuses on **option one**, purchasing meals from a Caterer on the CCFP Caterer List to obtain catered meal service.

## Monetary Threshold for the Standard Catering Contract

The monetary threshold (or simplified acquisition threshold) means the dollar amount below which an Institution or Facility may follow informal competitive procedures for catered meal service. **The Florida CCFP threshold is \$250,000.** The procurement determination is based on an Institution’s or a Facility’s total annual food purchases.

**Formal competitive procedure:** Institutions or Facilities participating in the CCFP with a total annual meal service cost at or above \$250,000 must use formal bid procedures. To complete the Formal Competitive procedure, Institutions or Facilities must:

1. Use Formal Solicitation for Catered Meal Service – Invitation to Bid (bid packet)
2. Publicly announce the bid solicitation in a newspaper of general circulation or via the Internet with accompanying emails to all caterers
3. Conduct a formal bid opening in which sealed bids are required
4. Provide a single award to the responsive, responsible Caterer offering the lowest grand total bid unless the Institution or Facility provides written justification to the CCFP State office for choosing a Caterer with a higher bid

## CCFP State Office’s Role in Contract Administration

The CCFP State office is not a party to the Standard Catering Contract. The CCFP State office provides the fiscal reimbursement to Institutions for creditable catered meals. These reimbursements are subject to federal CCFP requirements. Consequently, the terms of the Standard Catering Contract, its execution, and validation of service are subject to the CCFP State office’s review for purposes of validating program funding and reimbursement to the Institution.

The Institution’s or Facility’s continued participation in the CCFP is dependent on effective management and administration of the contract. The Caterer’s continued service to CCFP Institutions or Facilities is subject to the Caterer maintaining its current information with the CCFP State office, its licensing/permitting authority, and meeting the terms and conditions of the CCFP Standard Catering Contract.

The contract will have no force or effect unless the Institution or Facility is approved to participate in the CCFP. The Institution or Facility’s continued participation in the CCFP is dependent on effective management and administration of the contract.

This contract will have no force or effect unless the Caterer is listed on the Department’s CCFP Caterer List, pursuant to Florida Administrative Code Rule 64F-17.004, before the date of contract execution, and the Caterer maintains all permits and licenses in good standing throughout the term of the contract. The Caterer’s continued service to the Institution or Facility is subject to the Caterer maintaining its current information with the Department.

## Catering Contract Quote or Bid Acceptance Approval

Initial quotes or bids from Caterers using informal or formal procedures totaling \$50,000 or more must be submitted to the CCFP State office before acceptance and are subject to approval before the Institution or Facility signs (executes) the contract pursuant to 7 CFR §226.21(a)(7). This CCFP approval is required before any CCFP reimbursement for associated catered meals may be claimed or paid.

**Formal Competitive Procedures (grand totals at or above \$250,000):** The Institution or Facility must scan and email a copy of the following to the Nutrition Team for approval at [CateringContractInbox@flhealth.gov](mailto:CateringContractInbox@flhealth.gov):

1. Name of Institution or Facility, authorization number, contact, phone number, and email
2. Public notification of bid solicitation from the publication of general circulation or Internet page with accompanying emails to caterers
3. ITB Bid Packet provided to bidders
4. Bid pickup log sheet
5. Bid opening log sheet
6. Evaluation checklist for each Caterer that submitted a bid
7. If included in ITB: caterer references; confirmation caterer provided bond
8. Any state approved amendments/addendums included in bid packet
9. Selected state catered Cycle Menu or state approved menu included in bid packet
10. Meal Services to be Provided, Attachment 5 included in bid packet
11. Delivery Schedule, Attachment 6 included in bid packet
12. Price Schedule, Attachment 7 from each Caterer that submitted a bid
13. Conflict of Interest Form, Attachment 8, completed by Institution or Facility and Caterer
14. If applicable, justification for request to approve a higher bid
15. Name of chosen, or requested, Caterer

The state catered Cycle Menus are found on the CCFP Website. Attachments 5, 6, 7, and 8 are located in the Standard Catering Contract. Please see pages 15-18 of the Invitation to Bid.

After receipt and review of the required documents, and amendments or addendums, the CCFP State office will evaluate the request for bid or quote acceptance approval. If additional information or justification is required, the CCFP State office must receive the added information or justification before the request for approval can continue. The request for bid or quote acceptance will be reviewed for approval when all requested information and justification is received.

The Institution or Facility will be contacted by email with notification to allow award of the proposed CCFP Standard Catering Contract. The CCFP State office will provide its decision by email within 10 working days after a completed request for review is received from the Institution or Facility.

Upon execution (signatures) of the contract by both parties, the Institution or Facility must send a copy of the full contract, including all attachments to the CCFP State office.

Please note: Sponsors must submit the required documentation (informal or formal) listed above to the Nutrition Team, on behalf of a Facility that procures its own Catering Contract.



## Completing Attachments 5, 6, 7 and 8, and Selection of Menu

All caterers must be sent identical information on attachments and the same menu. If caterers are sent attachments with different information or different menus, the bidding process will be considered compromised and begun again.

The selected Menu should be based on the needs of the children at the Institution or Facility and is determined by the center and not the caterer. The menu is to be included in the request for bids. Catered Cycle Menus are approved by the Nutrition Team and will not need approval unless modified. Menus developed for specific sites will need approval before being added to a bid request. Menus can be found on the CCFP Catering Information Webpage and are available by request.

Remember that when completing Attachments 5, 6, 7, and 8 that these pages will help determine the caterer's willingness to submit a bid as well as the prices they will propose.

There are specific items that influence the caterer's bid.

### **Attachment 5 – Meal Services to Be Provided:**

- Meal types: Bulk or Unitized
  - The Institution or Facility must select meal types and how food items shall be delivered by checking the appropriate boxes. *Bulk canned fruit must be in suitable food-grade storage container(s) with tight fitting lid(s).*
- Milk Requirements
  - The Institution or Facility must select milk type(s) and size(s) of milk containers (s) to be delivered.
- Sandwiches: Bulk or Pre-assembled
  - The Institution or Facility must identify if the Caterer shall deliver sandwich foods such as cold sandwiches and wraps and hot burritos in bulk or pre-assembled. The Institution or Facility must be authorized to assemble sandwiches onsite and have adequate storage space to hold sandwiches at proper temperatures.
- Disposable Meal Service Products
  - The Institution or Facility must identify if the Caterer shall supply disposable meal service products. Note: See minimum paper product specifications below. Contract price must include the price of the disposable meal service products when the "Yes" box below is checked. The Caterer may charge separately should additional quantities of disposable meal service products be requested by the Institution or Facility outside the scope of this contract.
- Serving utensils needed
  - The Institution or Facility must identify if the Caterer shall supply with each delivery, clean serving utensils (scoops and/or ladles and/or measuring-serving spoons of standard sizes, disposable or stainless) to ensure appropriate serving size of foods as specified by the Child Care Food Program Meal Pattern for Children, Attachment 2 and the Cycle Menu, Attachment 3.

### **Attachment 6 – Delivery schedule:**

- Time of delivery
  - Specify delivery time and ensure that it is no earlier than three hours before the CCFP approved start time of each meal service (lunch and/or supper)
- Number of daily deliveries
  - Breakfast can be delivered for the next day
- Location of delivery
  - List all locations separately

### **Attachment 7 – Price Schedule:**

- Number of children (and ages of children)
  - Actual or estimated number of children attending the center
- Number of serving days in the year
  - Number of days the Institution or Facility will be open

### **Attachment 8 – Conflict of Interest**

- The Institution or Facility must complete, sign and date the top half of the form. The Caterer will need to complete, sign and date the bottom half when submitting bid.

If an error is made on these forms, correct the error by drawing a single line through the incorrect entry, write the corrected entry above, and initial and date the correction.

## General Requirements of Institution or Facility

**Attestation to Procurement Requirements booklet:** Read and follow competitive procurement procedures as outlined in this booklet. **Complete and sign the Attestation Form located on the last page of this booklet and submit to the CCFP State office.**

**Formal Competitive Procedures:** Institutions or Facilities with an actual or projected total annual meal service cost at or above \$250,000 must follow formal bid procedures. This includes using the **Formal Solicitation for Catered Meal Service – Invitation to Bid document**. Follow steps on pages 7-13 of the **Formal Solicitation for Catered Meal Service – Invitation to Bid document** and the following:

- Submit proposed bid announcement to the CCFP State office for approval.
- Bids received prior to the time of the opening must be securely kept, unopened with date and time received recorded on the outside of a sealed envelope.
- The date and time of the bid opening must not be changed by the Institution or Facility after the bids have been received.
- Bids must be opened at the specified date, place, and time, and recorded. A bid must not be altered after the opening of the bids.
- Only one bid may be offered by any one party. If more than one bid is offered by any one party, whether it is offered by or in the name of a clerk, partner, or other assistant or employee, then all bids from that party must be rejected.
- Bids received after the date and time advertised must not be accepted.
- If a bid is submitted via **express mail** or in a **courier envelope**, the bid documents must be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded.
- Bids submitted via electronic mail (email), facsimile, or telephone are not acceptable.

**Evaluation of Quotes or Bids:** Quotes or bids that do not meet the requirements specified in the Standard Catering Contract will be considered non-responsive. Responsive quotes or bids meeting the mandatory requirements will be evaluated. In the best interest of the Institution or Facility, the Institution or Facility reserves the right to reject any and all quotes or bids or waive any minor irregularity or technicality in the quotes or bids received. In case of caterer's mathematical errors, the Caterer's unit price quotation or bid will be considered the contract price.

**Basis for Award:** Each quotation or bid submitted must be considered for responsiveness to the terms and conditions of the Standard Catering Contract. In general, a single award will be made to the responsive, responsible Caterer offering the lowest grand total price and meeting all stated requirements of the Standard Catering Contract.

The Institution or Facility may choose to award the contract to another Caterer meeting all contract requirements as permitted under 7 CFR §226.21(a)(7). However, in order to qualify for CCFP reimbursement for the catered meals in the contract, the Institution or Facility must obtain CCFP State office approval prior to awarding the contract. In order to obtain that approval, the Institution or Facility must provide written justification to the CCFP State office explaining its reasons for not accepting the lowest Caterer's quotation or bid. The CCFP State office will issue its decision within ten working days of receiving the Institution's or Facility's completed request for consideration.

**Noncompetitive Negotiation:** When procurement through solicitation is determined to be inadequate, noncompetitive negotiation is allowed when the examples listed below follow an unsuccessful attempt in obtaining a Catering Contract in a competitive manner.

- No response to bid
- Single response

If no responses are received from Caterers by the designated date and time of bid opening, the Institution or Facility will need to contact the Caterer(s) that received a bid packet and discuss the reasons for no response. The price and terms of the meal service with a Caterer can be negotiated or re-bid. If only a single bid response is received, the Institution or Facility may negotiate the price and terms of the meal service with the Caterer or re-bid.

**Oversight and Conduct:** Institutions or Facilities must provide oversight to ensure that Caterers perform in accordance with the terms, conditions, and specifications of the Standard Catering Contract pursuant to 7 CFR §226.22(m) and 2 CFR §200.318(b). Institutions or Facilities must have written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of the Standard Catering Contract pursuant to 7 CFR §226.22(d) and 2 CFR §200.318(c).

**Catering Record Retention:** The Institution or Facility must maintain books and records pertaining to the Standard Catering Contract for a period of three years from the date of receipt of final payment under the contract, or in cases where an audit requested by any agency of the State of Florida, law enforcement or the U.S. Department of Agriculture remains unresolved, until such time as the audit is resolved.

The books and records of both the Institution or Facility and the Caterer relating to the CCFP Standard Catering Contract must be available for inspection and audit, upon presentation of appropriate photo identification, by employees of the Florida Department of Health; U.S. Department of Agriculture; Florida Department of Financial Services, Division of Public Assistance Fraud.

The Institution or Facility must maintain records sufficient to detail the history of procurement. These records must include, but are not limited to the following:

- Rationale for the method of procurement
- Invitation to Bid packets
- Caterer selection or rejection
- Documents to support award of Catering Contract
- Documentation of approval from State office, if applicable
- Complete contract and all addendums, amendments, attachments and menu
- Delivery records and Meal Change Form confirmations
- Catered Meal Service Deficiency Reports
- Invoices and proof of payments to Caterer
- All other documentation to support meals claimed

Catering Contracts (initial and renewal, if applicable) and all supporting documentation must be readily available for monitoring and review purposes.

## Children with Disabilities

Program regulations require participating CCFP Institutions and Facilities to ensure that breakfast, lunch/supper, or snack meals offered through the CCFP meet the respective meal pattern requirements. Federal law and USDA regulations further require Institutions and Facilities to make reasonable modifications to accommodate participants with disabilities. This includes providing special meals to participants with a disability that restricts the participant's diet.

At the direction of the Institution or Facility, the Caterer is required to substitute food components of the meal for children with disabilities when the disability restricts their diet. Substitutions are made on a case-by-case basis by the Institution or Facility, and only when supported by a written statement from a State Licensed healthcare professional, such as a physician, physician's assistant (PA), or nurse practitioner (ARNP), who is authorized to write medical prescriptions under State law.

At a minimum, the following required elements must be included on the medical statement/doctor's note:

1. Description of the child's physical or mental impairment that restricts diet.
2. An explanation of what must be done to accommodate the disability, e.g., listing foods(s) to be omitted and the food(s) to be substituted or any necessary adaptive feeding equipment.
3. Signature of a licensed physician, physician's assistant (PA), or nurse practitioner (ARNP).

Reimbursement for modified meals served to participants with disabilities that restrict their diet is at the same rate as meals containing no modification. These meal modifications do not have to meet the CCFP meal pattern requirements in order to be claimed for reimbursement if they are supported by an accurately completed medical statement.

The Institution or Facility must ensure adequate documentation is on file and that protected health information is not shared with the Caterer. The Caterer may elect to charge a higher unit price for substituted meals; but both parties must agree to the price increase in writing.

# Formal Competitive Procedures for Catered Meal Service

## Step One: Advertise

Institutions or Facilities with an actual or projected total annual meal service at or above \$250,000 must publicly announce an Invitation to Bid (written solicitation) for competitive sealed bids. This formal solicitation must be announced at least once and appear at least fourteen (14) calendar days before the bid opening. The advertisement must include the date, time and place of the bid opening. A copy of the advertisement from the publication must be kept on file.

**The Institution or Facility must notify the CCFP State office of intent to conduct formal bid procedures.** Before placing advertisement or notification, email proposed announcement to Wayne.Higgins@flhealth.gov or Krista.Schoen@flhealth.gov.

The Invitation to Bid must be publicly announced in at least one of the following ways

### **1. Advertise in a newspaper of general circulation.**

Below is a sample newspaper advertisement. Information specific to the advertisement, must be inserted in the underlined space provided.

#### Sample Advertisement for Bids

Bids will be accepted for catering service for the \_\_\_\_\_,  
Institution or Facility  
a child care center/sponsoring organization located in \_\_\_\_\_ county, Florida, to  
Name of County(s)  
provide \_\_\_\_\_ meals (lunches, breakfasts & snacks) daily.  
Amount  
Invitation to Bid and specifications may be obtained at the center located at \_\_\_\_\_  
\_\_\_\_\_  
and/or call \_\_\_\_\_. Bids will be opened at the above  
address on \_\_\_\_\_ at \_\_\_\_\_  
Date Time (A.M. or P.M.)

### **2. Announce on Institution or Facility’s website or social media platform and email caterers.**

The Institution or Facility may choose to announce the bid on their website or social media page(s) such as Facebook, Instagram, or Twitter. Information specific to the advertisement must clearly show the date, time, and location of the public bid opening and the location to pick up or request bid packets.

*If option #2 is followed, the Institution or Facility must be able to produce a copy of the announcement and must also email all caterers that serve the county(ies) that they are seeking catering services for.*

Use the CCFP Caterer List (found on the CCFP Catering web page and in MIPS) for the most current and updated list of email addresses. You may send the announcement to all caterers as one email. Copy (cc) the announcement to the CCFP or send a screenshot of the announcement to the CCFP State office along with a list of caterers that are emailed with the announcement.

A copy of the email(s) must be kept for CCFP State office review and monitoring visits.

## Step Two: Prepare Formal Solicitation for Catered Meal Service – Invitation to Bid

The Institution or Facility must prepare a Formal Solicitation for Catered Meal Service, Invitation to Bid (ITB). The ITB is also referenced as bid packets throughout this section. Bid packets must be prepared for Caterers to pick-up or to be emailed or mailed per Caterer request. The Institution or Facility must keep a list of all Caterers provided a bid packet (when and who it was given to). Prepare enough bid packets for the number of Caterers that will likely be interested and keep at least one copy on file. Information required to be completed by the Institution or Facility (except for signatures) may be filled out once and then copied. All signatures must be originals. Please use blue ink.

The Institution or Facility must complete and include the following sections of the Formal Solicitation for Catered Meal Service, ITB which can be found on the CCFP website:

1. Insert information (name of Institution or Facility; name of procurement contact; address of Institution or Facility; address and email address of procurement contact). (2.1, page 7)
2. Insert and complete information on Timeline. (2.5, page 8)
3. Determine if references will be required of Caterers, (3.4.2, page 11 and page 19: Reference Form)
4. Determine if bid bond will be required. (3.8 Bid Bond, page 11)
5. Determine if Performance Bond will be required. (4.6 Performance Bond, page 12)
6. Replace pages 14, 15, 16, and 17 with the following:
  - a. Attachment A (page 14) with the entire Cycle Menu with menu of choice – Attachment 2 of Standard Catering Contract, page A-5.
    - i Any changes to the State Cycle Menus or menus other than the State Cycle Menus must have prior written approval from the CCFP State office.
  - b. Attachment B (page 15) with completed Meal Services to be Provided – Attachment 5 from Standard Catering Contract, page A-16.
  - c. Attachment C (page 16) with completed Delivery Schedule – Attachment 6, from Standard Catering Contract, page A-17.
    - i Ensure specified delivery time is no earlier than three hours before the CCFP approved start time of lunch and/or supper.
    - ii Caterer delivers the same day snack and next day breakfast at the specified delivery time for each meal service (lunch and supper) according to Delivery Schedule, unless otherwise requested by the Institution or Facility.
  - d. Attachment D (page 17) with completed top portion and columns 1 & 2 of Price Schedule – with Attachment 7 from Standard Catering Contract, page A-18.
    - i The estimated number of school age children needs to be considered when estimating the 6 to 18-year old meal type(s) for the number of meals per day and number of days per year.
    - ii A “boxed lunch” meal type is included for those centers in need of this type of meal for field trips.
    - iii Column 2 is the estimated number of days in a year the Institution or Facility will be open for business, so consider any closings for weekend days and holidays.
    - iv The Price Schedule combines 1 and 2-year old children with the 3 to 5-year old. All children between the ages of 1 and 5 must receive portion sizes based on the Meal Pattern for Children ages 3 to 5.
  - e. Attachment E (page 18) with completed top half of Conflict of Interest Questionnaire from Standard Catering Contract including signature, page A-19.

### Step Three: Bid Pickup Log Sheet

The Institution or Facility must keep a list of all Caterers provided a bid packet (when and who it was given to). Complete the Bid Pickup Log Sheet including names of all Caterers that request and receive a bid package. Sealed bid packets received from Caterers before the bid opening must be securely kept, unopened with the date and time received recorded (written or stamped) on the outside of the sealed envelopes. The Institution or Facility and Caterer must not make any changes (amendments or addendums) to the bid without prior express written consent of the CCFP State office.

Bid Pickup Log Sheet for: _____				
Name of Institution or Facility				
Date	Time	Name of Caterer	Method of Receipt (U.S. Mail, Courier, Hand Delivered, etc.)	Signature of Institution/Facility Representative(s)

## Step Four: Bid Opening and Log Sheet

The Institution or Facility must publicly open, read, and record all bids received at the location and date and time advertised. Bids must not be accepted for consideration after this date and time.

At the specified date and time of bid opening, the Institution or Facility must:

1. Open each bid packet and read aloud the name of the Caterer – **DO NOT READ ALOUD THE GRAND TOTAL AMOUNT FROM EACH CATERER**
2. Record the Caterer's name (and grand total price on the form below)
3. Not award bid at this time
4. Not discuss bids with the Caterers during the bid opening – questions from Caterers regarding the bid must be submitted in writing to the Institution or Facility prior to the bid opening.

The Institution or Facility must determine if bids are responsive (step five) before determining which Caterer will be awarded the contract. The Institution or Facility and Caterer is not allowed to change any part of a sealed bid packet once the Caterer has submitted it to the Institution or Facility. Bids must not be altered in any way after the bid opening.

Name of Institution or Facility:	
Date and Time of Bid Opening:	
Names and signatures of Authorized Institution or Facility Representatives Present:	
Name of Caterer: (Read aloud Caterer(s) name and record)	Grand Total Price (Record but, DO NOT read aloud – from Attachment 7, Price Schedule)



## Step Five: Bid Evaluation

The Institution or Facility must evaluate if each of the submitted bids are responsive based on the checklist below. The Institution or Facility has up to 72 hours to determine the responsiveness of bids after the bid opening. Award of the Standard Catering Contract must be made to a single responsive, responsible bidder on the basis of the lowest total price submitted, unless written documentation is submitted to reject lowest bid. After the contract has been awarded, all bids submitted are considered public information and may be viewed by appointment. Make copies of the checklist below and complete for each Caterer that submitted a bid. All items must be checked "Yes" in order for the Caterer's bid to be evaluated.

Name of Institution or Facility: \_\_\_\_\_

Authorization No.: \_\_\_\_\_

Date and Time of Bid Opening: \_\_\_\_\_

Evaluation Checklist for Caterer Responsiveness		
<b>Name of Caterer:</b>		
	Yes	No
Caterer appears on the CCFP Caterer List.		
Caterer submitted sealed bid on time.		
Caterer accurately completed and signed Attachment 7, Price Schedule. (See example on the following page of this booklet.)		
Caterer completed and signed bottom half of Attachment 8, Conflict of Interest Questionnaire.		
Caterer provided two copies of each of the above mandatory attachments in the sealed bid.		
<b>In addition to above items, evaluate the following if included in Formal Solicitation – ITB:</b>		
Caterer provided contact information for three entities using Attachment F of Invitation to Bid Packet.		
Caterer provided a Bid Bond in the amount of ten percent of contract value.		

It is important to **check the math** for each bid received to determine the actual lowest grand total price submitted. Below is an example of how this is done:

Type of Meal	Estimated Total No. of Meals per Day	X (Multiplied by)	Estimated No. of Serving Days per Year	X (Multiplied by)	Unit Price per Meal	= (Equals)	Total unit meal price
Breakfast	220	X	260	X	90¢	=	\$ 51,480
Lunch	350	X	260	X	\$ 2.00	=	\$ 182,000
Snack	220	X	260	X	70¢	=	\$ 40,040
Add the total unit meal price column to obtain the lowest grand total quote:							\$ 273,520

Note: If this example was the lowest grand total price submitted, the Institution or Facility would need to get approval before signing the contract because it exceeds \$50,000.

Remember, all initial Standard Catering Contracts using formal procedures and bids/quotes totaling \$50,000 or more must be approved by the CCFP State office for purposes of obtaining reimbursement for meals delivered under the contract before the Institution or Facility signs (executes) the contract (see Catering Contract Bid Acceptance Approval, page 8).

After determining the responsiveness of each bid submitted and receiving approval (if \$50,000 or more), contact the responsive, responsible Caterer with the lowest total price submitted and schedule a date and time to meet and sign the contract. If the Institution or Facility has justification for accepting a higher quote or bid, the Institution or Facility must submit the written justification to the CCFP State office.

The initial Standard Catering Contract and supporting documentation (all bids submitted, bid log, evaluation checklists, correspondence, faxes, etc.) must be kept on file for three years from the date of submission of receipt of final payment under the contract, or in cases where an audit requested by the Department or USDA remains unresolved, until such time the audit is resolved. The Standard Catering Contract and supporting documentation must be readily available for auditing and monitoring purposes.

Notify all caterers that submitted a bid of the outcome of the award. All bids received are considered public information and may be viewed by appointment.

## Step Six: Award, Prepare, and Sign Standard Catering Contract

After determining the lowest bid and evaluating the responsiveness of the Caterer using the Bid Evaluation (page 17), the Institution or Facility will need to submit all forms to the CCFP State office for approval of the bid acceptance. The Institution or Facility will contact the Caterer to schedule a date and time to meet and sign the contract. Do not sign contract prior to obtaining State office approval (see Catering Contract Bid Acceptance Approval, page 8).

The Institution or Facility must meet with the Caterer and both parties must complete and include the following pages of the Standard Catering Contract:

1. Page 1: Fill in Institution or Facility and Authorization Number and Caterer name
2. Page 20: execute the Catering Contract – both parties sign
3. Page A-6: Remove the blank page and insert Cycle Menu of choice, Attachment 2 included in the ITB solicitation. Note: Any changes to the State Cycle Menus or menus other than the State Cycle Menus must have prior written approval from the CCFP State office, before seeking bids
4. Page A-16: Insert completed Attachment 5, Meal Services to be Provided included in the ITB solicitation
5. Page A-17: Insert completed Attachment 6, Delivery Schedule included in the ITB solicitation
6. Page A-18: Insert completed and signed Attachment 7, Price Schedule from successful Caterer
7. Page A-19: Insert completed Attachment 8, Conflict of Interest Questionnaire

The Institution or Facility must provide a copy of the entire contract to: Caterer and the CCFP State office at [CateringContractInbox@flhealth.gov](mailto:CateringContractInbox@flhealth.gov), and keep the original on file. The original contract and supporting documentation (all price quotes, correspondence, faxes, etc.) must be kept on file for three years from the date of submission of receipt of final payment under the contract, or in cases where an audit requested by the Department or USDA remains unresolved, until such time the audit is resolved. The contract and supporting documentation must be readily available for auditing and monitoring purposes.

**The Institution or Facility or Caterer must not make any changes (amendments or addendums) to the CCFP Standard Catering Contract without prior express written consent of the CCFP State office.**

## Formal Competitive Procedures Checklist

The checklist below is provided for the Institution or Facility to review each of the steps for accuracy and completeness when following the formal procedures for obtaining catered meal service.

<b>Step One: Advertise</b>	Yes	No
Notified CCFP State office of intent to conduct formal bid – sent proposed bid announcement for approval.		
Publicly announced at least one time, allowing at least 14 calendar days from date of appearance of advertisement to actual bid opening.		
Has on file a copy of the advertisement from the publication or Internet Web page with accompanying caterer emails, which includes the date, time, and place of the bid opening.		
<b>Step Two: Prepare Formal Solicitation for Catered Meal Service – Invitation to Bid Packets</b>	Yes	No
Inserted name of Institution or Facility in 1.1 Statement of Purpose, page 3 of ITB.		
Inserted information (name of Institution or Facility; name of procurement contact; address of Institution or Facility; email of procurement contact) in 2.1 Procurement Contact or Officer, page 5 of ITB.		
Inserted information in 2.5 Timeline, page 6 of ITB.		
Determined if references will be required of Caterers – delete if not desired, 3.4.2, page 8-9 and Attachment F, page 17 of ITB.		
Determined if Bid Bond will be included – delete if not desired, 3.9 Bid Bond, page 9 of ITB.		
Determined if performance bond will be included – delete if not desired, 4.6 Performance Bond, page 10 of ITB.		
Replaced blank Attachment A with menu of choice (Attachment 2 of Standard Catering Contract), page 14 of ITB.		
Replaced blank Attachment B with completed contract Attachment 5, Meal Services to be Provided (use “Meal Services to be Provided” from Standard Catering Contract), page 15 of ITB.		
Replaced blank Attachment C with completed contract Attachment 6, Delivery Schedule (use “Delivery Schedule” from Standard Catering Contract), page 16 of ITB.		
Replaced blank Attachment D with completed top portion and columns 1 & 2 of contract Attachment 7, Price Schedule, (use “Price Schedule” from Standard Catering Contract), page 17 of ITB.		
Replaced blank Attachment E with completed top portion of contract Attachment 8, Conflict of Interest Questionnaire, page 18 of ITB.		
<b>Step Three: Bid Pickup Log Sheet</b>	Yes	No
Completed Bid Pickup Log Sheet.		

Securely kept and marked sealed bid packets received from Caterers with date and time received.		
<b>Step Four: Bid Opening and Log Sheet</b>	Yes	No
Publicly opened bids at advertised location, date, and time.		
Completed Bid Opening Log (see page 16).		
<b>Step Five: Bid Evaluation</b>	Yes	No
Reviewed bids within 72 hours and completed Evaluation Checklist for Caterer Responsiveness (see page 17) for each bid received.		
Submitted documents required for approval (see page 8) which included the single responsive, responsible Caterer.		
Submitted justification to the State CCFP office for accepting a higher bid (if applicable).		
Received approval from the CCFP State office of bids totaling \$50,000 or more prior to signing (executing) contract with the Caterer.		
<b>Step Six: Award, Prepare, and Sign Standard Catering Contract</b>	Yes	No
Awarded bid and scheduled appointment with Caterer to sign contract. Award can be made by phone or in writing. If by phone, document in writing the Caterer who was contacted, date and time called, and signature of the person who called.		
Filled in Authorization Number, Institution or Facility and Caterer name, page 1 of Contract.		
Executed the Catering Contract – both parties signed contract signature page, page 20 of Contract.		
Removed the blank page and inserted Cycle Menu of choice, Attachment 2 (included in the ITB solicitation), page 26 of Contract.		
Inserted completed Attachment 5, Meal Services to be Provided (included in the ITB solicitation), page A-16 of Contract.		
Inserted completed Attachment 6, Delivery Schedule (included in the ITB solicitation), page A-17 of Contract.		
Inserted completed and signed Attachment 7, Price Schedule from selected Caterer, page A-18 of Contract.		
Inserted completed and signed Attachment 8, Conflict of Interest Questionnaire, page A-19 of Contract.		
Provided a copy of the entire completed and signed contract to the Caterer, submitted a copy of the entire contract to CCFP State office, and filed the original contract on-site for CCFP monitoring reviews.		
Notified remaining Caterers that submitted a bid with the outcome of the award.		

## Catering Questions and Answers

**1. Question: Can a center provide self-prep meals and receive catered meals?**

Answer: Yes. For example, a center may wish to receive catered lunches and provide self-prep breakfasts and snacks. This would be indicated on Attachments 5 and 7. The Institution or Facility must have a current food service inspection at the appropriate level of foodservice (full or limited) in order to claim reimbursement for self-prep meals. Note, all meals must meet meal pattern requirements and meal receipts must be available for review.

**2. Question: Is the Institution or Facility required to accept the Caterer with the lowest bid or quote?**

Answer: Not necessarily. The Institution or Facility is required to accept the Caterer with the lowest bid or quote unless the Institution or Facility can provide, in writing, a reason why they do not want to accept the Caterer with the lowest bid or quote.

**3. Question: Can a center switch from catered meal service to self-prep?**

Answer: Yes, the center must have a current food service inspection that designates ability to be self-prep. If not, they would need to contact their local licensing authority. A change form must be submitted to CCFP Policy Section for approval.

**4. Question: Can a center provide self-prep meals and receive catered meals?**

Answer: Yes. For example, a center may wish to receive catered lunches and provide self-prep breakfasts and snacks. This would be indicated on Attachments 5 and 7. The Institution or Facility must have a current food service inspection at the appropriate level of foodservice (full or limited) in order to claim reimbursement for self-prep meals. Note, all meals must meet meal pattern requirements and meal receipts must be available for review.

**5. Question: What can child care staff serve the children if the Institution or Facility must refuse meal type(s) (breakfast, lunch, or snack, etc.) due to the meal not meeting contracted menu and/or terms and conditions of the Catering Contract?**

Answer: The Institution or Facility should have a shelf-stable menu or meal plan (see Shelf-stable Sample Menu following Qs & As) which includes enough ready-to-eat shelf-stable foods on hand. In order to be reimbursable, the shelf-stable menu must include creditable food and meet minimum meal pattern requirements to be reimbursable. An example of a shelf-stable menu is: shelf-stable milk, individually portioned fruit and vegetable cups, small canned tuna salad, and crackers.

**6. Question: Are there any circumstances in which a menu item substitution may be allowed?**

Answer: The Cycle Menu that was bid or quote upon governs the meals prepared and delivered under the Catering Contract. The Caterer and the Institution or Facility are allowed to make substitutions to the contracted menu under rare and documented circumstances, or if changes are a) agreed to in writing by the Institution or Facility and Caterer, b) follow meal pattern requirements, and c) are approved by the State office nutrition section.

For example, there may be occasions when the Caterer is not able to deliver a meal according to the contracted menu due to circumstances beyond the Caterer's control such as a cooler/freezer malfunction, breakdown of delivery vehicle, or unavailability of a specific food item. In these instances, the Caterer, Institution or Facility must agree upon and document two days prior to delivery. Record of these documented substitutions must be maintained on file, including approvals. At some future date, any menu substitution made by the Caterer in these circumstances is subject to evaluation and meal disallowance based on CCFP requirements.

Also, there may be items that are found to be not liked by the children at the Institution or Facility. If the children will not eat a food, it may be changed to accommodate children's preferences. Such changes must follow meal pattern requirements and require state office approval.

**7. Question: What if only one meal component is deficient in that it does not meet contract terms (i.e., missing menu item, out of temperature, not contracted menu item, menu item is spoiled, etc.) at time of delivery but the rest of meal is acceptable. Can the Institution or Facility accept the meal?**

Answer: No, the Institution or Facility must reject the entire meal type and instead may serve its shelf-stable menu. Also, the catered site must not accept a deficient meal and purchase the missing menu items (even if the Caterer promises to reimburse for these menu items). *However*, the meal may be considered acceptable by the Institution or Facility, if the Caterer is able to provide the contracted menu item at the appropriate temperature and condition before meal service begins then the meal can be accepted.

**8. Question: Some catered sites do not have multiple refrigerators to store cold items such as large storage containers of canned fruit. The Catering Contract specifies that bulk canned fruit must be delivered in suitable containers meeting food safety standards and maintain an airtight closure or seal, not #10 cans. Do these containers have to be stored in the refrigerator?**

Answer: It depends on the circumstances. For example, refrigeration is not required if canned fruits are served the same day of delivery and the canned fruits are delivered in suitable food-grade storage containers (such as a plastic container with tight fitting lid). However, refrigeration is required if canned fruits will be held for next day's meal service.

**9. Question: What can the Institution or Facility do if children do not like some of the menu items?**

Answer: If the Institution or Facility wants to make a future change to the menu after the Catering Contract is in place, CCFP State office approval is required. Menu changes will be reviewed on a case by-case basis. If approved, the Caterer must also agree to make the change(s) without an increase in unit price for the contract to continue. If the price changes, the Institution or Facility may terminate the Catering Contract and provide a 30-day notice to Caterer and seek new quotes with an approved menu. The Institution or Facility should review the State Cycle Menus before beginning informal or formal competitive procedures for catered meal service. Any changes to the State Cycle Menus or use of menus other than the State Cycle Menus, must receive prior written approval from CCFP State office.

**10. Question: What agency is responsible for training Facilities on the proper way to take food temperatures?**

Answer: Department of Children and Families (DCF) or local child care licensing is the authority on food safety for child care. The Institution or Facility can inquire from local licensing on available trainings and/or refer child care facilities to available online trainings at the CCFP Food Safety and Alerts Web page under CCFP Resources [www.floridahealth.gov/programs-and-services/childrens-health/child-care-food-program/Food-Safety/index.html](http://www.floridahealth.gov/programs-and-services/childrens-health/child-care-food-program/Food-Safety/index.html). A best practice may include encouraging site staff to become a certified food handler or food service manager. These training costs are allowable CCFP expenses. The five approved test providers are 360training.com (Learn2Serve); National Registry of Food Safety Professionals; National Restaurant Association Education Foundation (ServSafe); Above Training/State Food Safety; and Prometric.

**11. Question: What are some important considerations to keep in mind when complying with diets of children with disabilities?**

Answer: The term disability is very broad and includes major life activities such as eating and digesting food. Section 504 of the Rehabilitation Act and The Americans With Disabilities Act, Amendment Act of 2008 defines a person with a disability as any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such a disability, or is regarded as having such a disability. Major life activities are broadly defined and include, but are not limited to, eating, digestion, and feeding skills. *Most physical and mental impairments will constitute a disability.* An impairment does not need to be life threatening to be considered a disability, but reasonable modifications must be made for children with disabilities that affect their diet. If the child receives a meal that does not meet the meal pattern, a medical statement must be on file with the child care Institution or Facility which contains a description of the child's physical or mental impairment that restricts the diet, an explanation of what must be done to accommodate the disability (i.e. what food(s) to avoid and what foods to offer in their place), and a signature of a licensed physician, physician's assistant (PA), or nurse

practitioner (ARNP). Also remember that CCFP Institutions and Facilities with 15 or more employees must designate at least one person to coordinate compliance with disability requirement known as the Section 504 Coordinator. Reimbursement for modified meals served to children with disabilities that restrict their diet is at the appropriate rate based on the child's eligibility for free, reduced price, or non-needy, regardless of meal modification. The Caterer may elect to charge a higher unit price for substituted meals; but both parties must agree to the price in writing. Any changes in price constitute a contract amendment and must be sent to the CCFP State office for approval.

**The following questions only apply to sponsoring organizations:**

**1. Question: What is the Sponsor's responsibility for training both Facilities under a Sponsor Catering Contract and Facilities that have or plan to have their own Catering Contract?**

Answer: Sponsors must provide annual training on CCFP requirements including catering requirements to their Facilities. For catering training, **Sponsors must require completion of the Attestation for sites with their own Catering Contract.** This requirement should be included in Sponsor's policies and procedures, training plans, etc. Sponsor training should include this Questions and Answers document, training on accepting and refusing meals, etc.

**2. Question: How does a Sponsor ensure Facilities accept only meal type(s) that meet the contracted menu and terms and conditions of Catering Contract?**

Answer: Sponsor oversight must include Facility training of how to correctly accept contracted meals and when to complete a Catered Meal Service Deficiency Report and reject meals. All contracted meals delivered must meet the terms and conditions of the executed Catering Contract, including all menu items, meal packaging, delivery time, food specifications, daily delivery ticket, etc. Examples of deficiencies requiring refusal of entire meal type include but are not limited to: unapproved substitutions, not enough meals, food items out of temperature, missing meal components, and spoiled or unwholesome food. Please note it is possible that a lunch meal type must be rejected, and snacks may be accepted.

**3. Question: What does a Sponsor do if a Facility accepts a meal(s) that does not meet contracted menu and/or terms and conditions of the Catering Contract?**

Answer: Any meal type(s) accepted by the Facility not meeting the contracted menu and/or terms and conditions of the contract are not eligible for reimbursement. Sponsor must notify Facility that it will not receive reimbursement for the meal type(s) that should have been refused and must provide technical assistance to the Facility regarding proper catered meal acceptance.

**4. Question: How does a Sponsor ensure that a sponsored Facility with its own Catering Contract has paid its Caterer on time?**

Answer: The Sponsor should require the Facility to maintain a copy of cancelled checks for catering payment with their monthly claim documentation. At the Facility visit, Sponsor monitor may ask for proof of payment to Caterer for prior month (e.g., ask for the printed version of the bank statement/cleared check verifying payment to Caterer.) Sponsor may also call Caterer prior to review and verify the sponsored Facility is up to date with payments to Caterer. The Sponsor is not allowed to withhold meal reimbursement from Facility for lack of payment to Caterer. If this lack of payment issue persists the Sponsor should terminate this Facility's CCFP agreement with a 30-day notice.



## Shelf-stable Sample Menu

Certain sites must purchase all items as single serve items while others have the flexibility to buy in bulk. Consult with local licensing agency for packaging and preparation requirements.

Breakfast	Milk	Shelf-stable Milk (UHT)	Shelf-stable Milk (UHT)	Shelf-stable Milk (UHT)	Shelf-stable Milk (UHT)
	Vegetable/Fruit/Juice	Peaches	Dried Cranberries	Pineapple	Pears
	Grains/Breads	Cheerios (Whole Grain)	Life Original Cereal (Whole Grain-Rich)	Scooters Cereal	Wheat Chex Cereal (Whole Grain-Rich)
Lunch / Supper	Milk	Shelf-stable Milk (UHT)	Shelf-stable Milk (UHT)	Shelf-stable Milk (UHT)	Shelf-stable Milk (UHT)
	Meat/Meat Alternate	Peanut or Soy Butter & Shelf-stable Cheese	Tuna Salad*	Black Beans (or other beans)	Chicken Salad*
	Vegetable	Green Peas	Carrots	Corn	Green Beans
	Fruit or Vegetable	Pineapple	Fruit Cocktail	Mandarin Oranges	Raisins
	Grains/Breads	Crackers	Crackers (100% Whole Grain)	Tortilla Chips (Whole Grain-Rich)	Pretzels
Snack	Milk Meat/Meat Alternate Vegetable Fruit/Juice	100% Fruit Juice	Applesauce	Shelf-stable Milk (UHT)	100% Fruit Juice
	Grains	Tortilla Chips	Pretzels	Kix Cereal	Peanut Butter Crackers

It is recommended to have at least one day's worth of shelf-stable food on site at all times in case of refusal of catered meals or a power outage or other emergency.

\*CN labels or Product Formulation Statements must be on file for prepackaged chicken salad and tuna salad to determine the amount of creditable product per portion.

## Cold Prep Menu

Below is a list of cold food items organized by CCFP meal pattern components. Mix and match food items to create appetizing cold lunch/supper menus that meet CCFP meal pattern requirements. For snack, choose two components. This list is not inclusive and additional food items can be added for variety and taste preferences of children being served.

Milk	Meat or Meat Alternate	Vegetable	Fruit	Grains
Unflavored whole milk (1-year olds)	Cheese cubed or sliced	Carrots	Cantaloupe	Bread
	String cheese	Celery	Honeydew	Pita
	Hummus (chickpea dip)	Tomatoes	Watermelon	Bagel
Unflavored low-fat or fat free milk (ages 2 and up)	Refried beans	Lettuce	Orange wedges	English muffin
	Cold cuts (turkey, ham chicken) Tuna salad	Cucumber	Strawberries	Rolls
Flavored fat free milk (ages 6 and up)	Chicken salad	Salsa	Apple wedges	Tortilla
	Peanut butter/soy butter	Broccoli florets	Bananas	Pretzels
	Hard-boiled egg	Cauliflower florets	Pineapple cubes	Tortilla chips
	Yogurt	Zucchini sticks	Peaches	Bread sticks
	Cottage Cheese	Carrot and Raisin salad	Pears	Pasta salad
		Coleslaw	Mixed fruit	Assorted crackers
		Potato salad	Apricot	(one per day must be 100% whole grain)
		Bean salad	Tangerines	

## Sample Cold Prep Lunch/Suppers

Monday	Tuesday	Wednesday	Thursday	Friday
Cheese rolled in soft whole wheat tortilla Shredded lettuce and tomato Salsa Apple wedges Milk	Peanut butter and jelly sandwich (1 Tbsp. Peanut butter, 1 tsp. jelly, 1 slice whole wheat bread) Yogurt (1/2 cup along with peanut butter will meet 3-5 age group) Carrot sticks (or carrot and raisin salad) Banana Milk	Pita pocket stuffed with tuna salad Broccoli florets with low-fat ranch dip Orange wedges Milk	Ham and cheese sandwich on whole wheat bread Coleslaw Apple wedges Milk	Cottage Cheese Sliced peaches Green pepper, celery, and cucumber sticks Whole grain crackers Milk

## CHILD CARE FOOD PROGRAM

### 2022-2023 Procurement Requirements for Catered Meal Service

### ATTESTATION

By signing below, I certify that I have read and understood the 2022-2023 Procurement Requirements for Catered Meal Service booklet. I also certify that I have followed proper competitive procurement procedures as required by the Child Care Food Program.

<b>Organization Name:</b>		
<b>Authorization Number:</b>		
<b>Check if Sponsored Site:</b>	YES	NO
<b>CCFP Program Manager:</b>		
	<i>Printed Name</i>	<i>Signature</i>
<b>Date:</b>		
<b>Other Organization Official if Applicable:</b>		
	<i>Printed Name</i>	<i>Signature</i>
<b>Date:</b>		

Please complete and send to the CCFP State office [CateringContractInbox@flhealth.gov](mailto:CateringContractInbox@flhealth.gov) after reading the Procurement Requirements Guide.