

Formal Solicitation for Catered Meal Service

Invitation to Bid (ITB)

Required when soliciting bids of \$250,000 or more per contract year

Child Care Food Program

FFY 2025-2026

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3. **Email:** program.intake@usda.gov.

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Section 1: Introductory Materials

1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is for _____ to obtain
Name of Institution or Facility
competitive prices for catered meal services for children participating in the Child Care Food Program (CCFP). This ITB is for reference purposes only.

1.2 Scope of Services

The scope of services for this solicitation is to provide meals to the site(s) identified in the Delivery Schedule, **Attachment C** in this ITB. Meals will be delivered as scheduled in accordance with all bid specifications and Attachments regarding this solicitation.

1.3 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. 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.
4. Bulk food (bulk): Ready-to-eat foods that will be portioned by Institution or Facility before serving.
5. Business days: Monday through Friday, excluding State of Florida holidays.
6. Calendar days: All days, including weekends and holidays.
7. 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.
8. Child Care Food Programs (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.
9. 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 preferred caterer, based upon Child Care Food Program (CCFP) criteria.

10. Cycle menu: A standard list of food items organized into daily meals meeting the 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. Facility: A sponsored child care center.
12. 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 bid 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.
13. Food Grade Storage Container: A food-grade storage container contains materials and products that have been determined suitable and safe to come into contact with food and beverages by the Food and Drug Administration (FDA). The material undergoes extensive testing to insure it doesn't affect the color, odor, taste, or safety of the food or leach substances into the food. It is important to note that a food-grade material is only considered food-safe if it is utilized per its intended use.
14. Food service establishment: The licensed or permitted location where food is prepared prior to being delivered to the Institution or Facility.
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. 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.
18. License or Permit: Status reflecting approval of license or permit from the applicable Licensing or Permitting Authority, and the maintenance of good standing pertaining to the permit or license. For purpose of this contract, in good standing means an active license or permit without violations which indicate health risks to the public.
19. Licensing or Permitting Authority: Includes the Florida Department of Business and Professional Regulations (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.

20. Meals: Meal types (breakfast, lunch, snack, or supper) delivered and served to enrolled participants at an Institution or Facility that meets the meal pattern and nutritional requirements set forth in this ITB.
21. Milk: Pasteurized fluid types of unflavored or flavored whole milk, low-fat milk, fat-free milk, or cultured buttermilk that meet state and local standards for such milk. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and be consistent with state and local standards for such milk.
22. 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.
23. Preferred Caterer: The selected caterer as established by the procuring party, based on criteria such as meal services to be provided, delivery promptness, lowest, and other factors deemed necessary.
24. Responsive bidder: A Caterer included on the CCFP Caterer List who has submitted a response to an Invitation to Bid for catering services.
25. Responsive, responsible bidder: Also known as Caterer, the successful Responsive Bidder awarded a contract by the Institution or Facility in accordance with the terms of this ITB.
26. Snack: A meal supplement that meets the meal pattern requirements specified in 7 C.F.R. § 226.20(c)(3).
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 distinct 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. State: State of Florida.
29. United States Department of Agriculture (USDA): The federal agency responsible for the administration, oversight, and fund distribution for the CCFP and the requirements of governing federal regulations.

Section 2: Procurement Process, Schedule, and Constraints

2.1 Procurement Contact

The Procurement Contact assigned to this solicitation is:

(Name of Institution or Facility)

(Name of procurement contact)

(Address of Institution or Facility)

(City, State of Institution or Facility)

(Email address(es) of procurement contact)

2.2 Restrictions on Communications

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

2.3 Term

It is anticipated that the Contract resulting from this ITB will be for a one-year period from October 1, 2025, or the Contract execution date, whichever is later, to September 30, 2026, subject to renewal as identified in **Section 2.4**. The Contract resulting from this ITB is contingent upon availability of funds.

2.4 Renewal

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

2.5 Timeline

EVENT	DATE/TIME	LOCATION
ITB advertisement placed in one or more of the following: (Allow at least 14 calendar days between advertisement first appearing and bid opening) • Newspaper/publication • Website • Social media	_____ (Date)	_____ Location/name/link where advertisement appears.
Questions from potential caterers accepted. Must be submitted in writing.	Questions must be received BEFORE: _____ (Date) _____ (Time)	Submit questions to: _____ (Name of Institution or Facility) _____ (Institution or Facility procurement <i>contact</i>) _____ (Address of Institution or Facility) _____ (Email of Institution or Facility procurement contact)
Questions received from potential caterers will be answered.	Questions will be answered by: _____ (Date)	Institution will provide written answers to all questions from potential caterers.
Public bid opening. Sealed bids MUST be received before this time.	Sealed bids will be opened: _____ (Date) _____ (Time)	PUBLIC OPENING Deliver completed bid to: _____ (Name of Institution or Facility) _____ (Institution or Facility procurement contact) _____ (Address of Institution or Facility)
Catering Contract awarded.	Must be AFTER ITB process is approved by CCFP Nutrition Team _____ (Date)	The responsive, Responsible Bidder will be notified by phone or in writing.

2.6 Questions

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

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

2.7 Basis of Award

A single award will be made to the responsive, responsible Bidder meeting all stated requirements of this ITB, deemed as the preferred caterer by the Institution or Facility. The Institution or Facility may choose to award the contract to the Responsible Bidder meeting all ITB requirements as licensed or permitted under 7 C.F.R. § 226.21(a)(7).

2.8 Federal Excluded Parties List

Contracts must not be awarded to parties listed on the governmentwide exclusions in the System for Award management (SAM), in accordance with 2 C.F.R. §§ 180 and 200 – Appendix II(H). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded from receiving federal contracts and subcontracts.

Section 3: Instructions for Bid Submittal

3.1 Instructions for Submittal

- a. Responsive Bidders must complete, sign, and return the Price Schedule, **Attachment 7**, and the Conflict of Interest, **Attachment 8**, with the bid submittal.
- b. Responsive Bidders must submit all mandatory documents in the formats specified in the ITB.
- c. Responsive Bidders must submit *two original paper copies of the Bid*.
- d. Bids must be sent by United States Postal Service, courier (Fed-Ex, UPS, DHL independent, etc.), or hand delivered to the location indicated in the Timeline, **Section 2.5**.
- e. Bids submitted via electronic mail (email) or facsimile will **not** be considered.
- f. Bids must be submitted in a sealed envelope or sealed package with the name of the Institution or Facility and the date and time of the Bid opening clearly marked on the outside.
- g. The Institution or Facility is not responsible for improperly marked bids.
- h. It is the Responsive Bidder's responsibility to ensure its bid is submitted at the proper place and time indicated in the Timeline, **Section 2.5**.
- i. The Institution's or Facility's clocks will provide the official time for bid receipt.
- j. Materials submitted will become the property of the Institution or Facility and the CCFP.

3.2 Cost of Preparation

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

3.3 Caterer Qualifications

3.3.1 The Responsive Bidder's food service establishment must be licensed or permitted, and inspected as required by:

1. Chapter 509, Florida Statutes, if the Responsive Bidder is regulated by DBPR; or
2. Section 381.0072, Florida Statutes, if the Responsive Bidder is regulated by the Department of Health; or
3. Chapter 500, Florida Statutes, if the Responsive Bidder is regulated by Florida Department of Agriculture and Consumer Services.

3.3.2 This ITB will have no force or effect unless the Responsive Bidder is included on the CCFP Caterer List, pursuant to Rule 64F-17.004, Florida Administrative Code, before the specified bid opening date and time, and the Responsive, Responsible Bidder must maintain its proper license or permit and remain in good standing with the appropriate Licensing or Permitting Authority throughout the contract term.

3.4 Special Accommodations

Persons with a disability requiring special accommodations should contact the Institution's or Facility's office in writing at least five business days prior to bid opening.

3.5 Responsive and Responsible (Mandatory Requirements)

Responsive Bidders must complete and submit the following mandatory information or documentation as part of their bid. Any bid which does not contain the information below will be deemed non-responsive.

- a. Bids must be received by the time specified in Section 2.5, Timeline.
- b. Responsive Bidders must submit two original paper copies of the bid.
- c. Price Schedule, Attachment 7, as specified in Section 3.1.
- d. Conflict of Interest, Attachment 8, as specified in Section 3.1
- e. Reference Form as specified in Section 3.7.1 (if requested by Institution or Facility)
- f. Bid Bond, Section 3.7.2 (if requested by Institution or Facility)
- g. Performance Bond, Section 3.7.3 (if requested by Institution or Facility)

3.6 Late Bid

The Procurement Contact must receive bids pursuant to this ITB no later than the date and time shown in the Timeline, **Section 2.5**. Bids that are not received by the time specified will **not** be considered.

3.7 Optional requirements (to be determined by Institution or Facility)

3.7.1 References

Check here if requested.

Responsive Bidder must provide contact information for three entities that the Responsive Bidder has provided catered meal services similar to those requested in this solicitation. Responsive Bidders must use the Reference Form, page 19 of this ITB, to provide the required information. The Institution or Facility reserves the right to contact any and all entities in the course of this solicitation in order to verify experience.

3.7.2 Bid Bond (Optional, only use if desired by the Institution or Facility)

Check here if requested.

All bids must be accompanied by a Bid Bond in the amount of ten percent of the estimated annual Contract value. The cost of the bond will be borne by the Responsive Bidder. Failure of a Responsive Bidder to provide the required bond with the bid will cause their bid to be considered non-responsive to this solicitation.

The Bid Bond will be returned to all Responsive Bidders, except for the successful Responsive, Responsible Bidder, upon conclusion of the Notice of Intent to Award. The Bid Bond will be returned to the successful Responsible, Responsible Bidder after the Contract is executed.

3.7.3 Performance Bond (Optional, only if desired by the Institution or Facility)

Check here if requested.

Within ten days after notification of award, the successful Responsive, Responsible Bidder must submit a Performance Bond in the amount of 10 percent of the annual Contract value. If a successful Responsive, Responsible Bidder fails to provide the required Performance Bond within the time designated it will forfeit its bond as specified in **Section 3.8** and the Institution or Facility, in its sole discretion, may withdraw the award and proceed with another responsive Bidder or re-procure. The successful Responsive, Responsible Bidder must renew the Performance Bond annually before the end of the Contract period and the Performance Bond must be issued by a surety company licensed to do business in the State of Florida. The cost of the Performance Bond will be borne by the successful Responsive, Responsible Bidder.

Section 4: Special Conditions

4.1 Conflict of Interest

Institutions shall maintain a written code of conduct that governs its employees engaged in the award and administration of contracts. No employee, officer, or agent of the Institution or Facility may participate in the selection or award of the contract if a conflict of interest, real or apparent, would be involved.

Refer to Conflict of Interest, Attachment 8.

4.2 Caterer Registration

Each Responsive Bidder must be included on the CCFP Caterer List, pursuant to Rule 64F-17.004, Florida Administrative Code, before the specified bid opening date and time and prior to the contract execution.

Information regarding Caterer Registration may be obtained at:

<https://www.floridahealth.gov/programs-and-services/childrens-health/child-care-food-program/Catering/index.html>

4.3 Children with Disabilities

Caterers are required to provide substitute food components of the meal for children with disabilities when a disability restricts their diet. Substitutions are made on a case-by-case basis by the Institution or Facility and must be supported by a statement of the need for substitutes that includes the recommended alternate foods. For more information regarding Children with Disabilities, please see the Formal Procurement Requirements Guide.

4.4 Minority, Women, and Florida Veteran Business Participation

Participation of minority, women, and Florida veteran business is encouraged in all solicitations.

4.5 Commercial General Liability Insurance

The Caterer must secure and maintain, at its sole expense, throughout the term of this Contract, insurance necessary to cover services under this contract. The Caterer accepts full responsibility for identifying and determining the types and extent of liability insurance necessary to provide reasonable financial protections for itself, and the clients to be served under this contract. The limits of coverage under each policy maintained by the Caterer do not limit the Caterer's liability and obligations under this contract.

The Caterer must deliver the written notification and a Certificate of Coverage to the Institution or Facility of insurance coverage at the time this contract is executed and within five business days of any change in insurance or terms of insurance.

4.6 Standard Catering Contract

Caterers must become familiar with the CCFP Standard Catering Contract which contains terms and conditions mandated by federal laws, state statutes, and administrative code rules.

Use of the Standard Catering Contract is mandatory for CCFP catering contracts and the terms and conditions contained in the Standard Contract are non-negotiable. The Standard Catering Contract terms and conditions are located at: <http://www.floridahealth.gov/programs-and-services/childrens-health/child-care-food-program/Catering/index.html>

4.7 Conflict of Law and Controlling Provisions

Any Contract resulting from this ITB, and any conflict of law issue, will be governed by the laws of the State of Florida.

4.8 Access to Records and Maintenance of Records

The books and records of the Caterer pertaining to the Institution or Facility's food service operation shall be available for inspection and audit by representatives of the Department, of USDA, and of the U.S. General Accounting Office at any reasonable time and place, 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 the Department or USDA remains unresolved, until such time as the audit is resolved.

The Caterer shall maintain such records (supported by invoices, receipts, or other evidence) as the Institution or Facility will need to meet its responsibilities under 7 C.F.R. § 226.6(i) and shall promptly submit invoices and delivery reports to the Institution or Facility no less frequently than monthly, as specified in 7 C.F.R. § 226.6(i)(2). The records that the Caterer will maintain include, but are not limited to:

- a.** Purchase orders, invoices from food distributors, and production records
- b.** Delivery records and meal change form confirmations
- c.** Temperature logs for storage, cooking and holding of potentially hazardous foods, and transportation to the Institution or Facility
- d.** Invoices to the Institution or Facility
- e.** Notices of non-payment
- f.** Records necessary to comply with federal and state laws and regulations
- g.** All state and federal tax records associated with this contract; and
- h.** The contract, all addendums, and amendments.

4.9 Dispute Resolution

Disputes related to this ITB will be resolved through mutually agreed mediation. Regardless of resolution, costs or expenses for which the Institution or Facility subsequently accepts or is assigned liability will not be paid from CCFP reimbursement funds, unless those costs or expenses have been previously approved by the CCFP.

Cycle Menu

The Institution or Facility must replace this page with the Cycle Menu of choice.

View menus located at <http://www.floridahealth.gov/programs-and-services/childrens-health/child-care-food-program/Catering/index.html>

Choose from one of the five-week catered cycle menus:

	Cycle Menu A Hispanic		Head Start Menu
	Cycle Menu A Hispanic No Pork No Peanut		Early Head Start Menu
	Cycle Menu A Hispanic with Hot Breakfast		Kosher Menu
	Cycle Menu B General		Lunch, Snack, Supper Menu
	Cycle Menu B General No Pork No Peanut		Supper, Snack Menu
	Cycle Menu C Southern		Supper Only Menu
	Cycle Menu C Southern No Pork No Peanut		Boxed Lunch Menu

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.

Caterer Reference Form

(Optional, only use if desired by Institution or Facility per 3.4.2)

Caterer's Name: _____

Caterers must provide contact information for three references evidencing experience in providing catered meal services. Caterers must use this reference form to provide the required information. The Institution or Facility reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Institution's or Facility's determination of the Caterer's responsibility. The Institution's or Facility's determination is not subject to review or challenge.

1.	Company/Agency Name	
	Address	
	City, State, Zip	
	Contact Name	
	Contact Phone	
	Contact Email Address	
	What products/services were provided?	
	Beginning and Ending Dates mm/dd/yyyy to mm/dd/yyyy	
2.	Company/Agency Name	
	Address	
	City, State, Zip	
	Contact Name	
	Contact Phone	
	Contact Email Address	
	What products/services were provided?	
	Beginning and Ending Dates mm/dd/yyyy to mm/dd/yyyy	
3.	Company/Agency Name	
	Address	
	City, State, Zip	
	Contact Name	
	Contact Phone	
	Contact Email Address	
	What products/services were provided?	
	Beginning and Ending Dates mm/dd/yyyy to mm/dd/yyyy	