

Child Care Food Program  
**Renewal Procurement Requirements**  
**for**  
**Catered Meal Service**

**Fiscal Year 2025-2026**

Bureau of Child Care Food Programs  
4052 Bald Cypress Way, Bin #A-17  
Tallahassee, Florida 32399-1727

Phone: 850.245.4323

Fax: 850.414.1622

Website: [FloridaHealth.gov/CCFP](https://FloridaHealth.gov/CCFP)

Email: [CateringContractinbox@flhealth.gov](mailto:CateringContractinbox@flhealth.gov)

In accordance with federal civil rights law and USDA civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, **AD-3027**, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

USDA is an equal opportunity provider, employer, and lender.

## Table of Contents

Renewal Procurement Process Flowchart.....	4
Introduction .....	5
Methods of Procurement.....	5
Competitive Procurement Requirements .....	5
Children with Disabilities .....	7
Catering Contract Renewal .....	8
Renewal Procedure.....	8
Catering Contract Renewal Submission Checklist.....	10
Definitions.....	11
ATTESTATION.....	14

# Catering Contract Renewal

Do you want to renew your catering contract?

YES

NO

Your contract will be a first-, second-, third-, or fourth-year renewal and caterer agrees to renew.

Your current contract is a fourth-year renewal and cannot be renewed again.

Caterer does not want to renew

The date is before October 1

YES

NO

You will need to go out for bids. Please see the Informal or Formal Procurement Requirements Guide

Complete Attachments 2 (catering cycle menu), 5,6,7,8 and send to your caterer. Discuss any changes needed, including prices. Keep in mind price increase threshold.

Any changes to the catering cycle menus must be approved by the Nutrition Team before signing the contract

Check off renewal year on page 21 and sign/date new catering contract

Send a copy of the entire catering contract (includes pages 1-21, attachments 1-11 and menu) to:  
**cateringcontractinbox@flhealth.gov**

## **Introduction**

- Procurement (or purchasing) is the process of obtaining goods and/or services such as food and meals.
- Procurement procedures must ensure maximum open and free competition. All procurements made with CCFP funds must comply with the federal procurement requirements in 7 CFR 226 and 2 CFR 200.
- The CCFP is **not** a party to the Standard Catering Contract but provides fiscal reimbursement to the program participant 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 CCFP Staff review for purposes of validating program funding and reimbursement.
- The contract will have no force or effect unless you are approved to participate in the CCFP. This means that a CCFP Catering Contract is not valid for a site that does not participate, or is not yet approved to participate, in the CCFP. Your continued participation in the CCFP is dependent on effective management and administration of the contract.
- The contract will have no force or effect unless the caterer is listed on the CCFP Caterer List, pursuant to Florida Administrative Code Rule 64F-17.004, before the date the contract is signed, and the caterer maintains all permits and licenses in good standing throughout the term of the contract. The caterer must inform the CCFP of any changes and/or updates to their current status.
- The Standard Catering Contract, all Attachments, Cycle Menus and Attestation can be found on the CCFP website and MIPS.
- Note that procurement procedures cover meals for children ages 1-5 and 6-18. This does **not** include any infant meals for ages 0-12 months.
- 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.

## **Methods of Procurement**

When deciding on a method of procurement, you must calculate the total annual food purchases. This total applies to all food purchases where annual needs can be anticipated. **The Florida CCFP monetary threshold is \$250,000, below which informal competitive procedure may be followed.**

Federal Regulations allow two methods of Procurement:

1. **Informal Competitive Procurement:** Institutions/Facilities participating in the CCFP with a total annual meal service cost up to \$250,000 may use informal bid procedures for securing catered meal service contracts.
2. **Formal Competitive Procurement:** Institutions/Facilities participating in the CCFP with a total annual meal service cost at or above \$250,000 must use formal bid procedures for securing catered meal service contracts.

## **Competitive Procurement Requirements**

**Attestation:** You MUST read the current year's Procurement Guide and submit the Attestation located on the final page before soliciting caterers for bids. You will send the completed Attestation with bid approval request to the CCFP Nutrition Team.

**Basis for Award:** Each 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 whose proposal will be most beneficial to the procuring party, price and other factors considered, while meeting all stated requirements of the Standard Catering Contract.

This means that it is up to you to decide on the caterer you prefer to supply your meals.

The CCFP Nutrition team will respond within ten working days of receiving your completed request for approval.

**Noncompetitive Negotiation:** Noncompetitive negotiation is only allowed when the examples listed below follow an unsuccessful attempt in obtaining a Catering Contract in a competitive manner. Note that proof of attempt must be sent to the Nutrition Team (i.e. screenshot of email sent to caterers in your service area)

- No response to bid
- Single response

**Oversight and Conduct:** Institutions/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/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).

This means that you, the program operator, is responsible for ensuring contract terms are met so that you can successfully file claims for reimbursement.

**Catering Record Retention:** The Institution/Facility must maintain books and records pertaining to the Standard Catering Contract for a period of six 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 the audit is resolved. The books and records of both the site 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.

You 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
- Caterer selection or rejection
- Documents to support award of Catering Contract
- Documentation of approval from Nutrition Team, if applicable
- Complete contract and all addendums, amendments, menu, and attachments
- 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

## **Children with Disabilities**

Federal law and USDA regulations further require Institutions/Facilities to make reasonable modifications to accommodate participants with disabilities.

At the direction of the Institution/Facility, the Caterer is required to provide meal modifications for children with disabilities when the disability restricts their diet. Meal modifications are made on a case-by-case basis by the provider, and only when supported by a written medical statement signed by a Florida licensed healthcare professional or Registered Dietitian.

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 to be claimed for reimbursement if they are supported by an accurately completed medical statement.

Keep in mind that you are ultimately responsible to provide appropriate accommodations for children with disabilities when correct documentation for such meals is received.

## Catering Contract Renewal

- You or the caterer are not required or obligated to renew the Catering Contract. The catering contract is only to be renewed if both parties agree to do so.
- The contract duration is based on the Federal Fiscal Year (FFY), which is October 1 through September 30. Catering contracts are updated every year, along with attachments and menus. When a catering contract is renewed, *the current contract must be used for the renewal.*
- Catering contracts cannot be renewed after the term ends on September 30th. If the current catering contract has expired, you will need to go out for bids. The type of procurement process required will depend on the annual food budget.
- In addition to the initial catering contract, four additional one-year renewal periods are allowed. If you and the caterer choose to renew the contract, both parties will execute (sign) the appropriate year's Standard Catering Contract and check off whether it is a first, second, third- or fourth-year renewal.

## Renewal Procedure

1. To renew your current contract, download the appropriate year's Standard Catering Contract, complete the following, and send to the existing caterer:
  - Attachment 2, Cycle Menu which is updated each fiscal year. You must select from one of the current approved catered cycle menus. Any changes to the cycle menus or menus other than the cycle menus must have prior written approval from the CCFP Nutrition Team.
  - Attachment 5, Meal Services to be Provided.
  - Attachment 6, Delivery Schedule.
  - Attachment 7, Price Schedule – columns one and two:
    - Price re-negotiation with the existing caterer for purposes of CCFP meal reimbursement payments must be allowed within specified limits. The annual percentage increase will be adjusted upon notice from the USDA, based upon the annual adjustment to the reimbursement rates, usually released in the summer months.
    - **For the upcoming FFY 2025-2026, the maximum standard increase is 3.85%.** This percentage will be applied to the current year's unit price on the Attachment 7 - Price Schedule. Check that caterer's new unit price doesn't exceed the annual percentage increase. See example:  
  
[Ex: If the current year's price is \$2.45 and the caterer's new unit price is \$2.50; An increase of 3% would be allowed, since this is only a 2% price increase. ( $\$2.50 - \$2.45 = \$0.05$ ;  $\$0.05 / \$2.50 = \$0.02 \times 100 = 2\%$ )]  
  
Any increase beyond **3.85%** requires agreement by both parties. Document this agreement with a confirmation email sent to the Nutrition Team at [cateringcontractinbox@flhealth.gov](mailto:cateringcontractinbox@flhealth.gov)
- Attachment 8, Conflict of Interest Questionnaire – top half completed.
2. Meet with the Caterer:
  - Both parties must complete and sign Catering Contract
  - Give caterer a copy of Catering Contract

3. Send copy of signed Catering Contract (pages 1-21, Attachments 1-11, chosen menu) to Nutrition team [cateringcontractinbox@flhealth.gov](mailto:cateringcontractinbox@flhealth.gov)
  - Please note: For catering contract renewals, CCFP Nutrition team **approval** is **not** required. Catering contracts and all supporting documentation must be readily available for monitoring and review purposes.

## Catering Contract Renewal Submission Checklist

The checklist below is provided for you to review each of the steps for accuracy and completeness when submitting a copy of the full catering contract to the CCFP Nutrition team.

<b>Attestation</b>	<b>Yes</b>	<b>No</b>
Reviewed Procurement Requirements Guide, signed and dated Attestation. Sent to Nutrition team with Catering Contract.		
<b>Contract</b>	<b>Yes</b>	<b>No</b>
Pages 1 through 21 of contract included.		
Page 1: Authorization number, site name and caterer's name filled in at top of page.		
<b>Signature Page</b>	<b>Yes</b>	<b>No</b>
Signature page filled in completely and signed. Box checked at top of page 21 indicating appropriate year of renewal.		
Caterer's information includes: signature of caterer or authorized representative, printed name of caterer or authorized representative, title, date, and organization name.		
Site information includes: signature of site representative, printed name of site representative, title, date, organization name, and CCFP authorization number.		
Dated before October 1 of the current year. (If dated after October 1 of the current year, the contract is invalid, and you will need to restart the procurement process and obtain a new catering contract.)		
<b>Attachments</b>	<b>Yes</b>	<b>No</b>
Attachment 1, Attachment 3, Attachment 4, Attachment 9, Attachment 10, Attachment 11 included.		
Attachment 2: The chosen State Cycle Menu is included as Attachment 2. If a revised version or different menu was used, include it along with the approval email from the Nutrition team attached.		
Completed Attachment 5, Meal Services to be Provided		
Completed Attachment 6, Delivery Schedule		
Completed and signed (by caterer) Attachment 7, Price Schedule		
Completed and signed Attachment 8, Conflict of Interest Questionnaire (completed by both parties)		
<b>Submit Contract and Attachments</b>	<b>Yes</b>	<b>No</b>
Provided a copy of the entire completed and signed contract (pages 1-21, Attachments 1-11, chosen menu) to the caterer, the CCFP Nutrition team <a href="mailto:cateringcontractinbox@flhealth.gov">cateringcontractinbox@flhealth.gov</a> , and filed a copy on-site for CCFP monitoring reviews. <i>CCFP's internet security will not allow documents sent in links.</i>		

## **Definitions**

1. **Addendum:** An agreed upon addition of 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 preferred caterer, 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 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 Grade Storage Container: A container made of 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.
16. 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
17. 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.
18. Informal competitive procedure: A method of obtaining catered meal service by requesting bids for meals.
19. 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 of Health to assume final administrative and financial responsibility for Program operations.
20. 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 (DACS) 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. Preferred Caterer: The selected caterer as established by the procuring party, based on criteria such as meal services to be provided, delivery promptness, lowest bid, and other factors deemed necessary.
25. Responsive bidder: A Caterer that appears on the CCFP Caterer List who has submitted a response to an Invitation to Bid 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 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.

CHILD CARE FOOD PROGRAM  
**ATTESTATION**

**2025-2026 Renewal Procurement Requirements  
for Catered Meal Service**

By signing below, I certify that I have read and understood the 2025-2026 Procurement Requirements Guide for Catered Meal Service. 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>		