



## CITY MANAGER'S OFFICE

# CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 10 | Revision Date: 06/12/2025

### SECTION 1 | SUMMARY INFORMATION

Date: 9/17/25

☒ Agenda Item ☐ Commission Memo ☐ Letter (to external agency) ☐ Other Document

Document Title/Purpose: Service Agreement for After-School Snack and Dinner Provider - (ITB 491-2; All Kids Catering, Inc.)

Commission Meeting Date: 9/16/2025 CAM #: 25-0782 Item #: CP-1

CAM attached: ☒ Yes ☐ No Action Summary Attached: ☒ Yes ☐ No CIP FUNDED: ☐ Yes ☒ No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

### SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: \_\_\_\_\_ Router Name: \_\_\_\_\_ Ext: \_\_\_\_\_

Department: Finance-Procurement Router Name: Matthew Eaton Ext: x5141

Department Approval (Director/Chief) Name: Glenn Marcos Init: GM Date: 9/17/25

\*Return Document To: Matthew Eaton Department: Finance-Procurement Ext: x5141

*\*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.*

Scan Date: \_\_\_\_\_ Attach Certified Resolution #: \_\_\_\_\_ Original form route to CAO: ☒ Yes ☐ No

### THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required ☒ Yes ☐ No

Is the attached Granicus document final? ☒ Yes ☐ No Number of Originals Attached: 1

Attorney's Name: Patricia SaintVil-Joseph Approved as to Form: ☐ Yes ☐ No Initials: PS

Route to: Finance (if applicable) Date: \_\_\_\_\_ Route to: CCO Date: \_\_\_\_\_

### SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: \_\_\_\_\_ Number of Originals: 1

Route to CMO Date: 09/19/25 Route to Mayor Date: \_\_\_\_\_

### SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: SEP101 Date Received: 9/19/25 Received From: CLD

To CM/ACM: ☐ R. Williams ☐ C. Cooper ☐ A. Fajardo ☐ S. Grant ☒ Matthews ☐ B. Rogers

Approved Init.: UPM for continuous routing to **Rickelle Williams, City Manager/Executive Director**

Disapproved: \_\_\_\_\_ Comments: \_\_\_\_\_

Executive Assistant Route to CCO Date: 9/22/25



**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING**

**#25-0782**

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**TO:** Honorable Mayor & Members of the  
Fort Lauderdale City Commission

**FROM:** Rickelle Williams, City Manager

**DATE:** September 16, 2025

**TITLE:** Motion Approving an Agreement for Invitation to Bid No. 491-2, After-School  
Snack and Dinner Provider - All Kids Catering, Inc. - \$544,500 -  
**(Commission Districts 1, 2, 3 and 4)**

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**Recommendation**

Staff recommends the City Commission approve an agreement, in substantially the form attached, for After-School Snack and Dinner Provider services with All Kids Catering, Inc. for an initial one (1)-year contract term amount of \$544,500; and authorize the City Manager to execute the agreement and approve up to four (4) additional, one (1)-year renewal options, for an estimated annual contract renewal amount of \$544,500, for a potential total contract amount of \$2,722,500, contingent upon appropriation of funds. The agreement is reimbursable through the Florida Department of Health.

**Background**

The City of Fort Lauderdale Parks and Recreation Department has been approved by the Florida Department of Health to serve two (2) types of meals - afternoon snack and dinner - at the City's after-school and teen programs at seven (7) designated City facilities: Bass Park, Carter Park, Croissant Park, Osswald Park, Riverland Park, Warfield Park, and Lauderdale Manors.

The City has provided snacks to after-school participants since 2015 and began serving dinners in October 2024. The program is grant-funded and 100% reimbursable through the Florida Department of Health, which ensures participants receive healthy and nutritious meals while attending City programs.

The Florida Department of Health approval allows the City to provide snacks for up to 400 participants and dinners for up to 550 participants in year one. In years two through five, the City can provide snacks for up to 425 participants and dinners for up to 650 participants. Based on recent program trends, staff estimates serving 72,000 snacks and 99,000 dinners in year one. It is anticipated that the program will grow to 76,500 snacks and 117,000 dinners in future years.

On July 2, 2025, the Procurement Services Division issued Invitation to Bid (ITB) Event No. 491-2 for an After-School Snack and Dinner Provider. The Event closed on July 22,

2025, with two (2) bids received from:

- All Kids Catering, Inc.
- Farm to Fork Meals LLC

All Kids Catering, Inc. has met the solicitation requirements of the ITB and was deemed to be the low, responsive, and responsible bidder. Therefore, staff recommends All Kids Catering, Inc. for award.

### **Resource Impact**

Funds for this agreement in the amount of \$30,673 are available in the Fiscal Year (FY) 2025 Budget in the account listed below. Funds required for FY 2026 have been included in the FY 2026 Budget.

| <b><i>Funds available as of August 20, 2025</i></b> |                                   |                                    |                                   |                                      |                 |
|-----------------------------------------------------|-----------------------------------|------------------------------------|-----------------------------------|--------------------------------------|-----------------|
| <b>ACCOUNT NUMBER</b>                               | <b>COST CENTER NAME (Program)</b> | <b>CHARACTER/ACCOUNT NAME</b>      | <b>AMENDED BUDGET (Character)</b> | <b>AVAILABLE BALANCE (Character)</b> | <b>AMOUNT</b>   |
| 10-001-6023-572-30-3231                             | Youth Programs                    | Services/Materials – Food Services | \$1,614,072                       | \$328,457                            | \$30,673        |
| <b>TOTAL AMOUNT ►</b>                               |                                   |                                    |                                   |                                      | <b>\$30,673</b> |

### **Strategic Connections**

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Public Places Focus Area, Goal 5: Build a beautiful and welcoming community.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Here*.

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan, specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation and Open Spaces Element
- Goal 1: Be a community where persons of all ages are able to partake in a fun and healthy lifestyle.

### **Attachments**

Exhibit 1 - Solicitation  
Exhibit 2 - Bid Tabulation  
Exhibit 3 - Agreement

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Prepared by:

Glenn Marcos, Chief Procurement Officer, Finance  
Amy Jean-Baptist, Deputy Director, Parks and Recreation  
Heather Rose, Senior Procurement Specialist, Finance  
Matthew Eaton, Senior Administrative Assistant, Finance

Department Directors: Carl Williams, Parks and Recreation  
Linda Short, Finance

## details

File #: 250782 Version: 1

Type: CONSENT PURCHASE

Title: Motion Approving an Agreement for Invitation to Bid No. 491-2, After-School Snack and Dinner Provider - All Kids Catering, Inc. - \$544,500 - (Commission Districts 1, 2, 3 and 4)

Mover: Ben Sorensen Second: Steven Glassman

Result: Pass

Agenda note:

Minutes note:

Action: APPROVED

Action text: APPROVED

consent votes (5:0)

5 records

Group

Export

| Person Name                | Vote |
|----------------------------|------|
| <u>John C. Herbst</u>      | Yea  |
| <u>Steven Glassman</u>     | Yea  |
| <u>Pam Beasley-Pittman</u> | Yea  |
| <u>Ben Sorensen</u>        | Yea  |
| <u>Dean J. Trantalis</u>   | Yea  |



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation

**ALL KIDS CATERING, INC.**

### Filing Information

**Document Number** P18000085068  
**FEI/EIN Number** 83-2189283  
**Date Filed** 10/09/2018  
**State** FL  
**Status** **ACTIVE**  
**Last Event** REINSTATEMENT  
**Event Date Filed** 09/27/2022

### Principal Address

13740 NW 19 AVENUE  
BAY 16  
OPA LOCKA, FL 33054

### Mailing Address

13740 NW 19 AVENUE  
BAY #16  
OPA LOCKA, FL 33054

### Registered Agent Name & Address

BULLUCK, KENDRA N  
13740 NW 19 AVENUE  
BAY # 16  
OPA LOCKA, FL 33054

Name Changed: 12/14/2021

### Officer/Director Detail

#### **Name & Address**

Title P

**BULLUCK, KENDRA N**

13740 NW 19 AVENUE BAY 16  
OPA LOCKA, FL 33054

Title VP

Brown, Courtney  
13740 NW 19 AVENUE BAY 16  
OPA LOCKA, FL 33054

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2023        | 04/28/2023 |
| 2024        | 05/01/2024 |
| 2025        | 04/30/2025 |

Document Images

|                                                     |                                          |
|-----------------------------------------------------|------------------------------------------|
| <a href="#">04/30/2025 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">05/01/2024 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">07/21/2023 -- AMENDED ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/28/2023 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">09/27/2022 -- REINSTATEMENT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">12/14/2021 -- REINSTATEMENT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">07/02/2020 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">05/01/2019 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">10/09/2018 -- Domestic Profit</a>       | <a href="#">View image in PDF format</a> |

**SERVICE AGREEMENT FOR  
AFTER-SCHOOL SNACK AND DINNER PROVIDER**

THIS SERVICE AGREEMENT for after-school snack and dinner provider for the City of Fort Lauderdale ("Agreement"), made this 22<sup>nd</sup> day of September, 2025 ("Effective Date"), is by and between the **City of Fort Lauderdale**, a Florida municipality ("City"), with its principal address located at 101 NE 3 Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and **All Kids Catering, Inc.**, a Florida profit corporation ("Contractor") with its principal address located at 13740 Northwest 19 Avenue, Bay #16, Opa Locka, Florida 33054; Email: courtney@allkidscatering.com; Phone: (786) 502-8801, (individually, "Party" and collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Invitation to Bid Event No. 491-2 - After-School Snack and Dinner Provider, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("ITB" or "**Exhibit A**").
- (2) The Contractor's response to the ITB, dated July 10, 2025, ("**Exhibit B**"), except that any language contained in Exhibit B suggesting that any part of Exhibit B is confidential is deleted by this reference.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated September 22<sup>nd</sup>, 2025 and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.

**II. SCOPE**

The Contractor shall provide after-school snack and dinner for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications outlined in the ITB (the "Work").

Unless otherwise specified herein, the Contractor shall perform all Work under the general direction of the City as set forth in the Contract Documents. The Parties agree that the Scope of Services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial term of this Agreement shall commence on October 30, 2025, and shall end on October 29, 2026. The City reserves the right to extend this Agreement for four (4) additional one (1)-year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services, materials, or both, as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that the amount listed in Exhibit B is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit proper invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been

completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's representatives, employees, volunteers, elected and appointed officials, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of

infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

#### **C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

#### **D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

#### **E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current

fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

#### **F. Insurance**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

##### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar

endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2024). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of

Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

#### **G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **H. Standard of Care**

Contractor represents that it is qualified to perform the Work, that Contractor and subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

#### **I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

#### **J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2024), as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted

accounting practices and standards for records directly related to this Agreement.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2024), as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required

by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor

is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can

place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of

contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2024), as may be amended or revised.

#### **U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### **V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and

executed by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**Z. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to

furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

**AA. Scrutinized Companies**

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel.

**BB. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### **CC. Non-Discrimination**

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**DD. E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section DD., including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section DD. in their subcontracts. Contractor shall be

responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

**EE. Notices**

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight or express delivery courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

AS TO CITY: Rickelle Williams  
City Manager  
City Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, FL 33301

With a copy to: D'Wayne M. Spence  
Interim City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd., Suite 1320  
Fort Lauderdale, Florida 33301

FOR CONTRACTOR: Kendra N. Bulluck  
President  
All Kids Catering, Inc.  
13740 NW 19<sup>th</sup> Avenue, Bay #16  
Opa Locka, Florida 33054

**FF. Anti-Human Trafficking**

As a condition precedent to the effectiveness of this Agreement, the CONTACTOR shall provide the City with an affidavit on a form approved by the City and signed by an officer or a representative of the CONTRACTOR under penalty of perjury attesting that the CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

**[THIS SPACE IS LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY

CITY OF FORT LAUDERDALE, a  
Florida municipality

ATTEST:



David R. Soloman, City Clerk

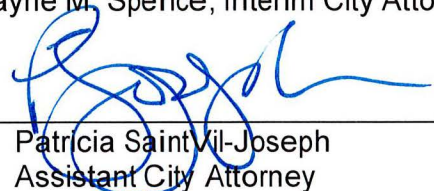




Rickelle Williams  
City Manager

Date: September 22<sup>nd</sup>, 2025

Approved as to Form and Correctness:  
D'Wayne M. Spence, Interim City Attorney

By: 

Patricia Saint-Vil-Joseph  
Assistant City Attorney

**CONTRACTOR**

ALL KIDS CATERING, INC., a Florida profit corporation

By: \_\_\_\_\_

**Kendra N. Bulluck, President**

**WITNESSES**

Signature

Gwendolyn R. Bennett

Print Name

Signature

Angela del Valle

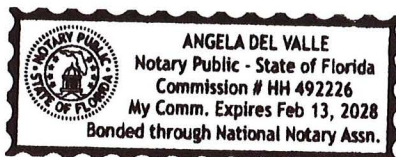
Print Name

(CORPORATE SEAL)

STATE OF Florida :  
COUNTY OF Miami Dade :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of September, 2025, by **Kendra N. Bulluck**, as **President**, for **ALL KIDS CATERING, INC.**, a Florida profit corporation.

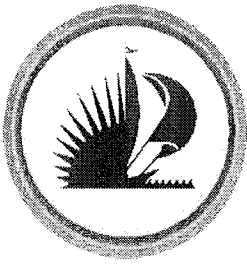
(NOTARY SEAL)



Notary Public, State of Florida  
(Signature of Notary Public)

Angela del Valle  
(Print, Type, or Stamp Commissioned  
Name of Notary Public)

Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



## Event # 491-2

**Name:** After-School Snack and Dinner Provider

**Description:** The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide After School Snacks and Dinner for the City at six (6) locations, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

To be eligible for award of a contract in response to this solicitation, the Contractor must be an approved caterer, listed on the Florida Department of Health, Child Care Food Program (CCFP) Catering List.

The initial contract term shall commence upon final execution of the contract by the City and shall expire one (1) year from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for four (4) additional one-year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

**Buyer:** ROSE, HEATHER

**Status:** Pending Award

**Event Type:** IFB

**Currency:** USD

**Sealed Bid:** Yes

**Respond To All Lines:** Yes

**Q & A Allowed:** Yes

**Number Of Amendments:** 2

**Display Bid Tabulation:** Display When Event Closed For Bidding Or Canceled

## Event Dates

**Preview:**

**Q & A Open:** 07/02/2025 04:05:00 PM

**Open:** 07/02/2025 04:00:00 PM

**Q & A Close:** 07/10/2025 05:00:00 PM

**Close:** 07/22/2025 02:00:00 PM

**Dispute Close:**

## Questions

| Question                             | Response Type | Attachment                |
|--------------------------------------|---------------|---------------------------|
| Did you complete the required forms? | Yes No Text   | Required Forms Packet.pdf |

## Attachments

## Event # 491-2: After-School Snack and Dinner Provider

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| Name                                          | Attachment                                    |
|-----------------------------------------------|-----------------------------------------------|
| General Conditions.pdf                        | General Conditions.pdf                        |
| Exhibit 1.pdf                                 | Exhibit 1.pdf                                 |
| Specifications_Event 491.pdf                  | Specifications_Event 491.pdf                  |
| Exhibit 2 - Sample CCFP Catering Contract.pdf | Exhibit 2 - Sample CCFP Catering Contract.pdf |

### Contacts

| Name         | Email Address            |
|--------------|--------------------------|
| HEATHER ROSE | hrose@fortlauderdale.gov |

### Commodity Codes

| Commodity Code | Description                                                  |
|----------------|--------------------------------------------------------------|
| 918-52         | Food Service Consulting                                      |
| 952-30         | Delivered Meals (Including Shelf Stable Meals and Congregate |
| 961-38         | Food Preparation Services (Including Food Canning Services)  |

### Line Details

#### Line 1: After-School Snacks for Ages 5-12

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**Description:** After School Snack Program, Ages 5-12

Bidder shall provide a per unit price for one snack per child per day. Snacks will range between a minimum of 350 daily but should not exceed 400 during year one of the contract. For years 2 to 5, snacks will range between a minimum of 350 daily but should not exceed 425 snacks. The breakdown in age is 50 snacks for 5-year-olds and up to 350 snacks for 6-12-year-olds in year one; up to 425 snacks for years 2 to 5. The total annual estimated snacks are 63,000 not to exceed 72,000 for year one and not to exceed an estimated 76,500 snacks in years 2-5. The estimated number of serving days per year is 180. 425 snacks x 180 days = 76,500 total annual maximum estimated snacks.

**Item:** SNACKS, AGES 5-12    After School Snacks for Ages 5-12

## Event # 491-2: After-School Snack and Dinner Provider

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**Commodity Code:** 952-30 Delivered Meals (Including Shelf Stable Meals and Congregate

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 76,500.0000

**Unit of Measure:** EA

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

### Line 2: After-School Dinner Ages 5-18

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**Description:** After-School Dinner, Ages 5-18

Bidder shall provide a per unit price for one dinner per child per day. Dinner will range between a minimum of 500 daily but should not exceed 550 dinners in year one and should not exceed 650 daily for each additional year. The breakdown in age is 50 dinners for 5-year-olds and up to 500 dinners for 6 to 18-year-olds. The total annual estimated dinners are 90,000 not to exceed 99,000 in year one. In years 2 to 5, dinners should not exceed 650 daily or 117,000 annually. The estimated number of serving days per year is 180. 650 dinners x 180 days = 117,000 total annual maximum estimated dinners.

**Item:** DINNER , AGES 5-18 After-School Dinner, Ages 5-18

**Commodity Code:** 952-30 Delivered Meals (Including Shelf Stable Meals and Congregate

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 117,000.0000

**Unit of Measure:** EA

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

**1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and

procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

**1.11 SCRUTINIZED COMPANIES**

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2023), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

**1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

**Part II DEFINITIONS/ORDER OF PRECEDENCE:**

**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

**2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**PART III BIDDING AND AWARD PROCEDURES:**

**3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

**3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr)

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED for General Liability Insurance** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

**NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

- 5.15 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 PUBLIC RECORDS:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide After School Snacks and Dinner for the City at six (6) locations, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

### 1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Heather Rose at (954) 828-5142 or email at [HRose@fortlauderdale.gov](mailto:HRose@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors. Please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this ITB.

### 1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### 1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in

this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

#### **1.5 Electronic Bid Openings**

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

## **SECTION II - SPECIAL TERMS AND CONDITIONS**

### **2.1 General Conditions**

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

### **2.2 Addenda, Changes, and Interpretations**

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### **2.3 Changes and Alterations**

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

### **2.4 Bidder's Costs**

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

### **2.5 Pricing/Delivery**

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

### **2.6 Price Validity**

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

### **2.7 Invoices/Payment**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

### **2.8 Related Expenses/Travel Expenses**

All costs including travel are to be included in your bid. The City will not accept any additional costs.

## **2.9 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

## **2.10 Mistakes**

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

## **2.11 Acceptance of Bids / Minor Irregularities**

**2.11.1** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

**2.11.2** The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

## **2.12 Modification of Services**

**2.12.1** While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

**2.12.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the

satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

**2.12.4** If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

**2.13 Non-Exclusive Contract**

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.14 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website.

**2.15 Responsiveness**

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**2.16 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.17 Minimum Qualifications**

**To be eligible for award of a contract in response to this solicitation, the Contractor must be an approved caterer listed on the Florida Department of Children and Families (DCF), Child Care Food Program (CCFP) Caterer list.** The Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

**2.17.1** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.17.2** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**2.18 Lobbying Activities**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42, and Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101

may be obtained from the City Clerk's Office, located at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

## **2.19 Local Business Preference**

**2.19.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

**2.19.2** Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.19.3** Failure to comply at time of Bid submittal shall result in the Bidder being found ineligible for the local business preference.

**2.19.4** The complete local business preference ordinance may be found on the City's web site: [Click Here](#)

### **2.19.5 Definitions**

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

## **2.20 Disadvantaged Business Enterprise Preference**

**2.20.1** Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Bidder must include a certification from a government agency,

as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

**2.20.2** Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri- County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.20.3** Failure to comply at time of Bid/Proposal submittal shall result in the Bidder being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

**2.20.4** The complete disadvantaged business preference ordinance may be found on the City's web site: [Click Here](#)

**2.20.5 Definitions**

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

**2.21 Protest Procedure**

**2.21.1** Any Bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the city's procurement ordinance or any applicable law, may follow the

protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: [Click Here](#)

**2.21.2** The complete protest ordinance may be found on the city's web site at the following link: [Click Here](#)

## **2.22 Public Entity Crimes**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

## **2.23 Subcontractors**

**2.23.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**2.23.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**2.23.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

## **2.24 Bid Security – N/A**

## **2.25 Payment and Performance Bond – N/A**

## **2.26 Insurance Requirements**

**2.26.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor,

at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

**2.26.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

**2.26.3** The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

#### **2.26.4 Insurance Certificate Requirements**

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
c/o Parks & Recreation Department  
401 SE 21st Street  
Fort Lauderdale, FL 33316

**2.26.5** Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

**2.26.6** If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

- 2.26.7** Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.
- 2.26.8** Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11** It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

**2.27 Insurance – Sub-Contractors**

Contractor shall require all its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

**2.28 Insurance for Collection of Credit Card Payments – N/A**

**2.29 Award of Contract**

Contractor must bid on all items. Partial bids will not be considered.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

**IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR**

ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.

**2.30 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**2.31 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

**2.32 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.32.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.32.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**2.32.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.32.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**2.33 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

**2.34 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

**2.35 Approved Equal or Alternative Product Bids – N/A**

**2.36 Contract Period**

The initial contract term shall commence upon final execution of the contract by the City and shall expire one (1) year from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for four (4) additional one-year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**2.37 Cost Adjustments**

Prices quoted shall be firm for the initial contract term of one (1) year. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this Invitation to Bid.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the reimbursement rate established by the Florida Department of Health and the latest yearly percentage increase in Consumer Price Index (CPI) for All-Urban Consumers: Food Away from Home as published by the Bureau of Labor Statistics, U.S. Department. of Labor and shall not exceed five percent (5%).

The requested increase cannot exceed the reimbursement rate for the respective fiscal year.

The yearly increase or decrease in the CPI shall be that latest applicable Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

The City's price adjustment determination will be communicated to the supplier at least ninety (90) days prior to the contract anniversary date of contract renewal. If said communication is not received by the supplier by the above stated timeframe, it shall be construed that no price

adjustment will occur during the renewal period. Any approved cost adjustments shall become effective on the beginning date of the approved contract renewal period.

**2.38 Service Test Period**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

**2.39 Contract Coordinator**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

**2.40 Contractor Performance Reviews and Ratings**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

|                |                                                                                                                                                                                                                                                      |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Excellent      | Far exceeds requirements.                                                                                                                                                                                                                            |
| Good           | Exceeds requirements                                                                                                                                                                                                                                 |
| Fair           | Just meets requirements.                                                                                                                                                                                                                             |
| Poor           | Does not meet all requirements and contractor is subject to penalty provisions under the contract.                                                                                                                                                   |
| Non-compliance | Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.<br>This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract. |

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

**2.41 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract

for cause. See Section 5.09 General Conditions.

**2.42 Ownership of Work – N/A**

**2.43 Condition of Trade-In Equipment – N/A**

**2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A**

**2.45 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

**2.46 Service Organization Controls – N/A**

**2.47 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.48 Rules and Submittals of Bids**

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

**2.49 Bid Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: [Click Here](#). Tabulations of receipt of those parties responding to a formal solicitation may be found at: [Click Here](#). Any interested party may call the Procurement Services Division at 954-828-5933, or email [ProcurementSupport@fortlauderdale.gov](mailto:ProcurementSupport@fortlauderdale.gov), for more information.

**2.50 Public Records**

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (2023) ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes (2023). Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify

the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### **2.51 PCI (Payment Card Industry) Compliance**

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

### **SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

#### **3.01 Scope of Services**

The City of Fort Lauderdale Parks and Recreation Department is seeking bids from qualified Contractors listed on the CCFP (Child Care Food Program) Catering List, to provide snacks and dinner for its' after school program. The age groups to be served are 5 to 18 years old.

#### **3.02 Technical Specifications**

- The grant cycle for this program runs from July 1 – June 30 every year.
- Snacks and Dinners will be served every school calendar day per the Broward County Public Schools academic calendar for the applicable school year.
- Snacks will be delivered between 11 a.m. - 2:00 p.m. to each of the six individual sites.
- Dinners will be delivered between 12 p.m. - 4:00 p.m. to each of the six individual sites.
- Snacks will range between a minimum of 350 daily but should not exceed 400 in year one of the contract. For years two to five, the quantity will range between a minimum of 350 but should not exceed 425 snacks.
- Dinners will range between a minimum of 500 daily but should not exceed 550 in year one of the contract. The quantity should not exceed 650 dinners for each additional year.
- Bidder must be listed on the CCFP Catering List at the time of bid submission and will need to follow all nutritional guidelines and cycle menus.

#### **3.03 Exhibit 1**

It shall be the responsibility of the bidder to review Exhibit 1, important CCFP meal, and delivery documents, included with this bid.

*END OF SECTION*

### **3.04 Site Locations**

The sites listed below are within a 2.5-mile radius around Fort Lauderdale:

1. Bass Park  
2750 NW 19th Street  
Fort Lauderdale, FL 33311
2. Joseph C Carter Park Recreation Center  
1450 W Sunrise Boulevard  
Fort Lauderdale, FL 33311
3. Croissant Park  
245 West Park Drive  
Fort Lauderdale, FL 33315
4. Osswald Park  
2220 NW 21st Ave  
Fort Lauderdale, FL 33311
5. Riverland Park  
950 SW 27th Ave  
Fort Lauderdale, FL 33312
6. Warfield Park  
1000 North Andrews Ave  
Fort Lauderdale, FL 33304

*END OF SECTION*



### **NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

#### **NAME**

#### **RELATIONSHIPS**

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**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

---

Authorized Signature

---

Title

---

Name (Printed)

---

Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



### **CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

\_\_\_\_ MasterCard

\_\_\_\_ Visa

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **LOCAL BUSINESS PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

**[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD A RTVFI DIV2PR S2-186LOBUPRPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)**

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

## LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) \_\_\_\_\_ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (3) \_\_\_\_\_ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (6) \_\_\_\_\_ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.  
Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE



## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>**

### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_  
Business Name

is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

(2) \_\_\_\_\_  
Business Name

is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

(3) \_\_\_\_\_  
Business Name

is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4) \_\_\_\_\_  
Business Name

is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5) \_\_\_\_\_  
Business Name

is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE

## E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **REFERENCES**

All references shall include owner, address, contact name, phone number, email and the contract value. References shall not include the City of Fort Lauderdale. A minimum of three (3) references shall be provided:

**1. Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

**2. Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

**3. Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

**4. Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

**5. Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
**(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Entity: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

(Notary Seal)

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



CITY OF FORT LAUDERDALE

# ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 01/13/2025

The undersigned, on behalf of \_\_\_\_\_,  
(Print complete name incorporated with suffix: INC, LLC, LTD, LP, PA, etc.)

a \_\_\_\_\_ (State corporation is registered) \_\_\_\_\_ (Type of entity: profit or non-profit),  
("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is \_\_\_\_\_.  
(Print complete name of corporate officer/authorized representative)
2. I am an ☐ officer or ☐ authorized representative (Select one) of the Nongovernmental Entity. My title is: \_\_\_\_\_.  
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: \_\_\_\_\_

Office Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Main Phone Number: \_\_\_\_\_ FEIN No.: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online  
notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_.  
(Print name of corporate officer/representative)

\_\_\_\_\_  
(Signature of Notary Public – State of \_\_\_\_\_)

(NOTARY SEAL)

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of  
Notary Public)

Personally Known ☐ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_

## CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) \_\_\_\_\_ EIN (Optional): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Total Bid Discount (section 1.05 of General Conditions): \_\_\_\_\_

Check box if your firm qualifies for DBE (section 1.09 of General Conditions): ☐

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

| <u>Addendum No.</u> | <u>Date Issued</u> | <u>Addendum No.</u> | <u>Date Issued</u> | <u>Addendum No.</u> | <u>Date Issued</u> | <u>Addendum No.</u> | <u>Date Issued</u> |
|---------------------|--------------------|---------------------|--------------------|---------------------|--------------------|---------------------|--------------------|
| _____               | _____              | _____               | _____              | _____               | _____              | _____               | _____              |
| _____               | _____              | _____               | _____              | _____               | _____              | _____               | _____              |
| _____               | _____              | _____               | _____              | _____               | _____              | _____               | _____              |
| _____               | _____              | _____               | _____              | _____               | _____              | _____               | _____              |

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## Child Care Food Program Meal Pattern for Children

The Child Care Food Program (CCFP) provides aid to child care institutions and family day care homes for the provision of nutritious foods that contribute to the wellness, healthy growth, and development of young children. Child care providers must ensure that each meal served to children contains, at a minimum, each of the food components in the amounts indicated for the appropriate age group as stated in the CCFP Meal Pattern for Children

### Attachment 1

# Meal Pattern for Children

*Ages 1 - 18*

## BREAKFAST

3 required components  
minimum portions listed

Milk

1-2

3-5

6-18

| fluid milk                              |      |      |      |
|-----------------------------------------|------|------|------|
| 1 year olds: unflavored whole milk      | 4 oz | 6 oz | 8 oz |
| 2-5: unflavored 1% or skim              |      |      |      |
| 6-18: unflavored or flavored 1% or skim |      |      |      |

## Vegetables/Fruits

| vegetables, fruits, or portions of both<br>*juice may only be served once/day | 1/4 cup | 1/2 cup | 1/2 cup |
|-------------------------------------------------------------------------------|---------|---------|---------|
|-------------------------------------------------------------------------------|---------|---------|---------|

## Grains

| bread, biscuit, muffin               | 1/2 oz eq | 1/2 oz eq | 1 oz eq   |
|--------------------------------------|-----------|-----------|-----------|
| cereal, cooked                       | 1/4 cup   | 1/4 cup   | 1/2 cup   |
| cereal, dry: <i>granola</i>          | 1/8 cup   | 1/8 cup   | 1/4 cup   |
| cereal, dry: <i>flakes or rounds</i> | 1/2 cup   | 1/2 cup   | 1 cup     |
| cereal, dry: <i>puffed</i>           | 3/4 cup   | 3/4 cup   | 1 1/4 cup |

## Meat/Meat Alt. *optional*

| lean meat, poultry, or fish                | 1/2 oz  | 1/2 oz  | 1 oz    |
|--------------------------------------------|---------|---------|---------|
| cheese (natural/processed)                 | 1/2 oz  | 1/2 oz  | 1 oz    |
| cottage cheese, cheese food, cheese spread | 1 oz    | 1 oz    | 2 oz    |
| egg, whole                                 | 1/4 egg | 1/4 egg | 1/2 egg |
| yogurt                                     | 1/4 cup | 1/4 cup | 1/2 cup |
| nut/seed butter                            | 1 Tbsp  | 1 Tbsp  | 2 Tbsp  |

Conversions:

\*Starting October 1, 2025, yogurt must contain no more than 12 grams added sugars per 6 ounces.

1/2 cup = 4 oz.  
3/4 cup = 6 oz.  
1 cup = 8 oz.  
1 pint = 2 cups  
1 quart = 2 pints = 4 cups  
1 gallon = 4 quarts = 16 cups

Please note: portions listed are minimums.  
Serving larger portions is encouraged, especially to older children and those that ask for more.

# Attachment 1

## Child Care Food Program Meal Pattern for Children (continued)

# Meal Pattern for Children

## LUNCH & SUPPER

*Ages 1 - 18*

5 required components  
minimum portions listed



### Milk

1-2

3-5

6-18

| fluid milk                              |      |      |      |
|-----------------------------------------|------|------|------|
| 1 year olds: unflavored whole milk      | 4 oz | 6 oz | 8 oz |
| 2-5: unflavored 1% or skim              |      |      |      |
| 6-18: unflavored or flavored 1% or skim |      |      |      |

### Vegetables

| vegetables                         |         |         |         |
|------------------------------------|---------|---------|---------|
| *juice may only be served once/day | 1/8 cup | 1/4 cup | 1/2 cup |

### Fruits

| fruits                                           |         |         |         |
|--------------------------------------------------|---------|---------|---------|
| *juice may be served once/day                    | 1/8 cup | 1/4 cup | 1/4 cup |
| *a 2nd vegetable may be served in place of fruit |         |         |         |

### Grains

| bread, biscuit, roll, bun, tortilla, crackers | 1/2 oz eq | 1/2 oz eq | 1 oz eq |
|-----------------------------------------------|-----------|-----------|---------|
| pasta, rice, grits                            | 1/4 cup   | 1/4 cup   | 1/2 cup |

### Meat/Meat Alt.

|                                            |              |              |            |
|--------------------------------------------|--------------|--------------|------------|
| lean meat, poultry, or fish                | 1 oz         | 1 1/2 oz     | 2 oz       |
| cheese (natural/processed)                 | 1 oz         | 1 1/2 oz     | 2 oz       |
| cottage cheese, cheese food, cheese spread | 2 oz         | 3 oz         | 4 oz       |
| cooked dry beans or peas                   | 1/4 cup      | 3/8 cup      | 1/2 cup    |
| egg, whole                                 | 1/2 egg      | 3/4 egg      | 1 egg      |
| yogurt                                     | 1/2 cup      | 3/4 cup      | 1 cup      |
| nut/seed butter                            | 2 Tbsp       | 3 Tbsp       | 4 Tbsp     |
| nuts and seeds                             | 1/2 oz = 50% | 3/4 oz = 50% | 1 oz = 50% |

Conversions:

\*Starting October 1, 2025, yogurt must contain no more than 12 grams added sugars per 6 ounces.

1/2 cup = 4 oz.

1 pint = 2 cups

3/4 cup = 6 oz

1 quart = 2 pints = 4 cups

1 cup = 8 oz

1 gallon = 4 quarts = 16 cups

Please note: portions listed are minimums.  
Serving larger portions is encouraged, especially  
to older children and those that ask for more.

# Attachment 1

## Child Care Food Program Meal Pattern for Children (continued)

# Meal Pattern for Children

*Ages 1 - 18*

## SNACK

2 required components, only 1 may be a beverage  
minimum portions listed

### Milk

1-2

3-5

6-18

|                                                                                                                           |      |      |      |
|---------------------------------------------------------------------------------------------------------------------------|------|------|------|
| fluid milk<br>1 year olds: unflavored whole milk<br>2-5: unflavored 1% or skim<br>6-18: unflavored or flavored 1% or skim | 4 oz | 4 oz | 8 oz |
|---------------------------------------------------------------------------------------------------------------------------|------|------|------|

### Vegetables

|                                                  |         |         |         |
|--------------------------------------------------|---------|---------|---------|
| vegetables<br>*juice may only be served once/day | 1/2 cup | 1/2 cup | 3/4 cup |
|--------------------------------------------------|---------|---------|---------|

### Fruits

|                                         |         |         |         |
|-----------------------------------------|---------|---------|---------|
| fruits<br>*juice may be served once/day | 1/2 cup | 1/2 cup | 3/4 cup |
|-----------------------------------------|---------|---------|---------|

### Grains

|                                               |           |           |           |
|-----------------------------------------------|-----------|-----------|-----------|
| bread, biscuit, roll, bun, tortilla, crackers | 1/2 oz eq | 1/2 oz eq | 1 oz eq   |
| pasta, rice, grits                            | 1/4 cup   | 1/4 cup   | 1/2 cup   |
| cereal, dry: granola                          | 1/8 cup   | 1/8 cup   | 1/4 cup   |
| cereal, dry: flakes or rounds                 | 1/2 cup   | 1/2 cup   | 1 cup     |
| cereal, dry: puffed                           | 3/4 cup   | 3/4 cup   | 1 1/4 cup |

\*Starting October 1, 2025, breakfast cereals must contain no more than 6 grams added sugars per dry ounce.

### Meat/Meat Alt.

|                                            |         |         |         |
|--------------------------------------------|---------|---------|---------|
| lean meat, poultry, or fish                | 1/2 oz  | 1/2 oz  | 1 oz    |
| cheese (natural/processed)                 | 1/2 oz  | 1/2 oz  | 1 oz    |
| cottage cheese, cheese food, cheese spread | 1 oz    | 1 oz    | 2 oz    |
| cooked dry beans or peas                   | 1/8 cup | 1/8 cup | 1/4 cup |
| egg, whole                                 | 1/2 egg | 1/2 egg | 1/2 egg |
| yogurt                                     | 1/4 cup | 1/4 cup | 1/2 cup |
| nut/seed butter                            | 1 Tbsp  | 1 Tbsp  | 2 Tbsp  |
| nuts and seeds                             | 1/2 oz  | 1/2 oz  | 1 oz    |

Conversions:

\*Starting October 1, 2025, yogurt must contain no more than 12 grams added sugars per 6 ounces.

1/2 cup = 4 oz

1 pint = 2 cups

3/4 cup = 6 oz

1 quart = 2 pints = 4 cups

1 cup = 8 oz

1 gallon = 4 quarts = 16 cups

Please note: portions listed are minimums.  
Serving larger portions is encouraged, especially  
to older children and those that ask for more.

# Meal Pattern for Children

## *Important Reminders*

### Milk

- Children age one (after first birthday and prior to second), must receive unflavored whole milk.
- Children ages 2 - 5 must receive unflavored 1% (lowfat) fat-free (skim).
- Children ages 6 and older must receive unflavored or flavored 1% or fat-free.
- Children 12 - 13 months may continue to receive infant formula as they transition to unflavored whole milk.
- Breastmilk is creditable for children of any age.
- Children 24 - 25 months may receive whole or 2% milk as they transition to 1% or fat-free.
- The type(s) of milk served must be noted on the menu (fat content and unflavored or flavored).
- Refer to the *Milk Substitutes & Creditable Milks* list for creditable non-dairy substitutes.

### Fruits & Vegetables

- Vegetable or fruit juice must be full-strength, pasteurized, and 100% juice.
- Juice may not be served more than once per day.
- One cup of raw, leafy greens credits as 1/2 cup vegetable.
- 1/4 cup dried fruit, such as raisins, credits as 1/2 cup fruit.
- Lunch and supper must contain at least one vegetable and one fruit. A second, different vegetable may be served in place of fruit.

### Grains

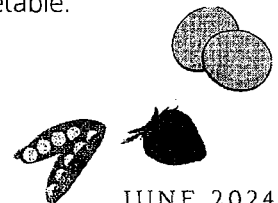
- All grains must be whole, enriched, or whole grain-rich.
- Pre-packaged grains must have enriched flour or meal or whole grains as the first ingredient (or 2nd after water). Sugar must not be the first ingredient.
- At least one serving of grains per day must be whole grain-rich and it must be noted on the menu (e.g. "WGR crackers"). 100% whole grain strongly encouraged.
- Corn masa and masa harina are considered whole grain-rich.
- Corn flour, corn meal, and other corn products must clearly state they are whole or enriched to be creditable as a grain. In order to be considered whole grain-rich, they must be whole or treated with lime (nixtamalized).
- Grain based-desserts such as cookies, donuts, granola/grain bars are not creditable. Cereals must have no more than \*6 g sugar/dry ounce. See the *Florida WIC Approved Cereal List*.

### Meat/Meat Alt.

- Commercially processed combination foods such as breaded chicken, pizza, and lasagna must have a CN Label or Product Formulation Statement identifying the meal pattern contribution.
- Meat/meat alternates are not required at breakfast but may be served as an extra or in place of the entire grains component no more than 3 times/week.
- Yogurt must have no more than \*\*23 g sugar/ 6 oz.
- A serving of cooked beans or peas may credit as either a meat alternate *or* vegetable.

\*Starting October 1, 2025, breakfast cereals must contain no more than 6 grams added sugars per dry ounce

\*\*Starting October 1, 2025, yogurt must contain no more than 12 grams added sugars per 6 ounces.



**Attachment 2 Supper & Snack Menu 2024-2025**
**Week of:** \_\_\_\_\_

The meal pattern (Attachment 1) must be followed unless there is a different amount listed by individual menu items. Milk must be served with every breakfast, lunch and supper meal. Milk must be served with snack when indicated. Children one year of age must be served unflavored whole milk. Children two through five years old must be served either unflavored lowfat (1 percent) or unflavored fat-free (skim) milk. Children 6 years old and older must be served unflavored or flavored lowfat (1 percent) or fat-free (skim) milk. Substitutions require state office approval.

|               | Week One                                                                         | MONDAY                                           | TUESDAY                 | WEDNESDAY                                                                                                               | THURSDAY                                                         | FRIDAY                                                                                  |
|---------------|----------------------------------------------------------------------------------|--------------------------------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <b>SUPPER</b> | <b>Milk</b><br>Ages 1-5: 6 oz; Ages 6-18: 8 oz                                   | Milk                                             | Milk                    | Milk                                                                                                                    | Milk                                                             | Milk                                                                                    |
|               | <b>Meat/Meat Alternate</b><br>Ages 1-5: 1 ½ oz<br>Ages 6-18: 2 oz                | Baked Sliced Ham<br>(2 oz)                       | *Chicken Tetrazzini     | *Breaded Fish<br><i>Ketchup</i>                                                                                         | *Ground Beef Stroganoff                                          | Oven Fried Chicken                                                                      |
|               | <b>Vegetable</b><br>Ages 1-5: ¼ c; Ages 6-18: ½ c<br>(Double portion for salads) | Fresh Roasted Sweet<br>Potato                    | Fresh Tomato Slices     | Green Peas                                                                                                              | Mixed Vegetables                                                 | Salad (Spinach, Romaine,<br>Tomato, Cucumber) ½ cup<br><i>Ranch or Italian Dressing</i> |
|               | <b>Fruit or Vegetable</b><br>Ages: 1-18: ¼ c                                     | Steamed Broccoli                                 | Applesauce              | Seasonal Fresh Fruit<br>(cantaloupe, honeydew,<br>mango, pineapple,<br>strawberries, watermelon<br>– no bananas/apples) | Mandarin Oranges                                                 | Green Beans                                                                             |
|               | <b>Grains</b><br>Ages 1-5: ½ oz equivalent<br>Ages 6-18: 1 oz equivalent         | 100% Whole Grain Bread<br><i>Butter or Marg.</i> | Pasta (in entrée)       | Soft Roll<br><i>Butter or Marg.</i>                                                                                     | Egg Noodles                                                      | Cornbread<br><i>Butter or Marg.</i>                                                     |
| <b>SNACK</b>  | <b>Milk</b><br>Ages 1-5: 4 oz; Ages 6-18: 8 oz                                   |                                                  | Milk                    |                                                                                                                         |                                                                  |                                                                                         |
|               | <b>Meat/Meat Alternate</b><br>Ages 1-5: ½ oz<br>Ages 6-18: 1 oz                  | Yogurt<br>4 oz                                   |                         |                                                                                                                         | Sliced Turkey (1 oz)                                             |                                                                                         |
|               | <b>Vegetable</b><br>Ages 1-5: ½ c<br>Ages 6-18: ¾ c                              |                                                  |                         |                                                                                                                         |                                                                  |                                                                                         |
|               | <b>Fruit/Juice</b><br>Ages 1-5: ½ c<br>Ages 6-18: ¾ c                            | Fruit Cocktail                                   |                         | Peaches                                                                                                                 |                                                                  | Fresh Orange Wedges                                                                     |
|               | <b>Grains</b><br>Ages 1-5: ½ oz equivalent<br>Ages 6-18: 1 oz equivalent         |                                                  | Whole Grain-Rich Muffin | Whole Grain-Rich<br>Crackers                                                                                            | 100% Whole Grain<br>Bread (1 slice)<br><i>Mayo &amp; Mustard</i> | Whole Grain-Rich<br>Graham Crackers                                                     |

**IMPORTANT: Ages 1-5 based on meal pattern portion sizes for ages 3-5.** \*Requires a Child Nutrition (CN) Label, Product Formulation Statement (PFS), or standardized recipe. Caterer must supply this documentation to institution/facility. When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: water is NOT a creditable food item).

**Attachment 2 Supper & Snack Menu 2024-2025**

**Week of:** \_\_\_\_\_

*The meal pattern (Attachment 1) must be followed unless there is a different amount listed by individual menu items. Milk must be served with every breakfast, lunch and supper meal. Milk must be served with snack when indicated. Children one year of age must be served unflavored whole milk. Children two through five years old must be served either unflavored lowfat (1 percent) or unflavored fat-free (skim) milk. Children 6 years old and older must be served unflavored or flavored lowfat (1 percent) or fat-free (skim) milk. Substitutions require state office approval.*

|               | <b>Week Two</b>                                                                  | <b>MONDAY</b>                                   | <b>TUESDAY</b>                                   | <b>WEDNESDAY</b>                                                                                                        | <b>THURSDAY</b>                                                                                                       | <b>FRIDAY</b>                                                                  |
|---------------|----------------------------------------------------------------------------------|-------------------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <b>SUPPER</b> | <b>Milk</b><br>Ages 1-5: 6 oz; Ages 6-18: 8 oz                                   | Milk                                            | Milk                                             | Milk                                                                                                                    | Milk                                                                                                                  | Milk                                                                           |
|               | <b>Meat/Meat Alternate</b><br>Ages 1-5: 1 ½ oz<br>Ages 6-18: 2 oz                | Roast Turkey Slices                             | *Chicken Nuggets<br><i>Ketchup</i>               | Cheeseburger<br>(Lettuce and Tomato)                                                                                    | Tacos (Turkey, Chicken,<br>or Beef)<br><b>Shredded Cheese,<br/>Shredded Lettuce, Diced<br/>Tomato, and Mild Salsa</b> | Turkey and Swiss<br>Sandwich<br>(Lettuce, Tomato, & Pickle)                    |
|               | <b>Vegetable</b><br>Ages 1-5: ¼ c; Ages 6-18: ½ c<br>(Double portion for salads) | Peas and Carrots                                | Steamed Broccoli                                 | Green Beans                                                                                                             | Corn                                                                                                                  | Salad (Spinach, Romaine,<br>Tomato, Cucumber) ½ cup<br><b>Italian Dressing</b> |
|               | <b>Fruit or Vegetable</b><br>Ages: 1-18: ¼ c                                     | Pears                                           | Applesauce                                       | Seasonal Fresh Fruit<br>(cantaloupe, honeydew,<br>mango, pineapple,<br>strawberries, watermelon<br>– no bananas/apples) | Black Beans                                                                                                           | Fruit Cocktail                                                                 |
|               | <b>Grains</b><br>Ages 1-5: ½ oz equivalent<br>Ages 6-18: 1 oz equivalent         | Whole Grain-Rich Roll<br><b>Butter or Marg.</b> | 100% Whole Grain Bread<br><b>Butter or Marg.</b> | Whole Wheat Bun<br><b>Mustard, Mayo, Ketchup</b>                                                                        | Tortilla & Brown Rice<br>(100% whole grain)                                                                           | Sandwich Bread                                                                 |
| <b>SNACK</b>  | <b>Milk</b><br>Ages 1-5: 4 oz; Ages 6-18: 8 oz                                   | Milk                                            |                                                  |                                                                                                                         |                                                                                                                       |                                                                                |
|               | <b>Meat/Meat Alternate</b><br>Ages 1-5: ½ oz<br>Ages: 6-18: 1 oz                 |                                                 |                                                  | Peanut Butter<br>Ages 1-5: 1 Tbsp<br>Ages 6 and up: 2 Tbsp                                                              | Yogurt<br>4 oz                                                                                                        | Chicken Salad                                                                  |
|               | <b>Vegetable</b><br>Ages 1-5: ½ c<br>Ages 6-18: ¾ c                              |                                                 |                                                  |                                                                                                                         |                                                                                                                       |                                                                                |
|               | <b>Fruit/Juice</b><br>Ages 1-5: ½ c<br>Ages 6-18: ¾ c                            |                                                 | 100% Orange Juice                                | Fresh Apple Slices                                                                                                      |                                                                                                                       |                                                                                |
|               | <b>Grains</b><br>Ages 1-5: ½ oz equivalent<br>Ages 6-18: 1 oz equivalent         | Pretzels                                        | Corn Muffin                                      |                                                                                                                         | Graham Crackers<br>(plain or honey)                                                                                   | 100% Whole Grain<br>Crackers                                                   |

**IMPORTANT: Ages 1-5 based on meal pattern portion sizes for ages 3-5. \*Requires a Child Nutrition (CN) Label, Product Formulation Statement (PFS), or standardized recipe. Caterer must supply this documentation to institution/facility. When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: water is NOT a creditable food item).**

# Attachment 2 Supper & Snack Menu 2024-2025

Week of: \_\_\_\_\_

Refer to the Child Care Food Program Meal Pattern for Children (Attachment 1) when planning portion sizes for age groups specified in this contract. Milk must be served with every breakfast, lunch and supper meal. Milk must be served with snack when indicated. Children one year of age must be served unflavored whole milk. Children two through five years old must be served either unflavored lowfat (1 percent) or unflavored fat-free (skim) milk. Children six years old and older must be served unflavored or flavored lowfat (1 percent) or fat-free (skim) milk. *Substitutions require state office approval.*

|        | Week Three                                                                       | MONDAY                                                                   | TUESDAY                                                     | WEDNESDAY                             | THURSDAY                                                                                | FRIDAY               |
|--------|----------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------|-----------------------------------------------------------------------------------------|----------------------|
| SUPPER | <b>Milk</b><br>Ages 1-5: 6 oz; Ages 6-18: 8 oz                                   | Milk                                                                     | Milk                                                        | Milk                                  | Milk                                                                                    | Milk                 |
|        | <b>Meat/Meat Alternate</b><br>Ages 1-5: 1 ½ oz<br>Ages 6-18: 2 oz                | *Sweet and Sassy<br>Chicken (chicken breast<br>with honey mustard glaze) | *Meatloaf<br>(with ground beef or turkey)<br><b>Ketchup</b> | Chicken in Gravy or<br>Sauce          | *Spaghetti & Meat<br>Sauce with Ground Turkey<br>or Beef                                | *Pizza               |
|        | <b>Vegetable</b><br>Ages 1-5: ¼ c; Ages 6-18: ½ c<br>(Double portion for salads) | Italian Green Beans                                                      | Fresh Mashed Sweet<br>Potato (not instant)                  | Green Peas                            | Salad (Spinach, Romaine,<br>Tomato, Cucumber) ½ cup<br><b>Ranch or Italian Dressing</b> | Mixed Vegetables     |
|        | <b>Fruit or Vegetable</b><br>Ages: 1-18: ¼ c                                     | Pineapple                                                                | Fruit Cocktail                                              | Fresh Apple Slices                    | Steamed Baby Carrots                                                                    | Pears                |
|        | <b>Grains</b><br>Ages 1-5: ½ oz equivalent<br>Ages 6-18: 1 oz equivalent         | Brown Rice<br>(100% whole grain)                                         | 100% Whole Grain Bread<br><b>Butter or Marg.</b>            | Soft Roll<br><b>Butter or Marg.</b>   | Spaghetti (in entrée) &<br>Garlic Bread                                                 | Pizza Crust          |
| SNACK  | <b>Milk</b><br>Ages 1-5: 4 oz; Ages 6-18: 8 oz                                   |                                                                          |                                                             |                                       | Milk                                                                                    |                      |
|        | <b>Meat/Meat Alternate</b><br>Ages 1-5: ½ oz<br>Ages 6-18: 1 oz                  | Yogurt<br>4 oz                                                           |                                                             |                                       |                                                                                         | Cheese Stick         |
|        | <b>Vegetable</b><br>Ages 1-5: ½ c<br>Ages 6-18: ¾ c                              |                                                                          |                                                             | Carrot Sticks<br><b>Ranch Dip</b>     |                                                                                         |                      |
|        | <b>Fruit/Juice</b><br>Ages 1-5: ½ c<br>Ages 6-18: ¾ c                            | Fresh Orange Slices                                                      | 100% Grape Juice                                            |                                       |                                                                                         |                      |
|        | <b>Grains</b><br>Ages 1-5: ½ oz equivalent<br>Ages 6-18: 1 oz equivalent         |                                                                          | Fish Shaped Crackers                                        | Whole Grain-Rich<br>Crackers (savory) | Whole Grain-Rich<br>Muffin                                                              | Whole Wheat Crackers |

**IMPORTANT: Ages 1-5 based on meal pattern portion sizes for ages 3-5.** \*Requires a Child Nutrition (CN) Label, Product Formulation Statement (PFS), or standardized recipe. Caterer must supply this documentation to institution/facility. When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: water is NOT a creditable food item).

**Attachment 2 Supper & Snack Menu 2024-2025**

**Week of:** \_\_\_\_\_

Refer to the Child Care Food Program Meal Pattern for Children (Attachment 1) when planning portion sizes for age groups specified in this contract. Milk must be served with every breakfast, lunch and supper meal. Milk must be served with snack when indicated. Children one year of age must be served unflavored whole milk. Children two through five years old must be served either unflavored lowfat (1 percent) or unflavored fat-free (skim) milk. Children six years old and older must be served unflavored or flavored lowfat (1 percent) or fat-free (skim) milk. *Substitutions require state office approval.*

| Week Four |                                                                                  | MONDAY                       | TUESDAY                                   | WEDNESDAY                             | THURSDAY                         | FRIDAY                                                |
|-----------|----------------------------------------------------------------------------------|------------------------------|-------------------------------------------|---------------------------------------|----------------------------------|-------------------------------------------------------|
| SUPPER    | <b>Milk</b><br>Ages 1-5: 6 oz; Ages 6-18: 8oz                                    | Milk                         | Milk                                      | Milk                                  | Milk                             | Milk                                                  |
|           | <b>Meat/Meat Alternate</b><br>Ages 1-5: 1 ½ oz<br>Ages 6-18: 2 oz                | *Chicken Alfredo             | *Breaded Fish<br><i>Ketchup</i>           | Baked Ham                             | *Chicken and Rice                | Hamburger with<br>Cheese<br>(Lettuce and Tomato)      |
|           | <b>Vegetable</b><br>Ages 1-5: ¼ c; Ages 6-18: ½ c<br>(Double portion for salads) | Green Peas                   | Cucumber Slices                           | Steamed Baby Carrots                  | Green Beans                      | Oven Fried Potatoes                                   |
|           | <b>Fruit or Vegetable</b><br>Ages: 1-18: ¼ c                                     | Pineapple                    | Tangerine/Clementine<br>Slices<br>(Fresh) | Mashed Potato                         | Mandarin Oranges                 | Pears                                                 |
|           | <b>Grains</b><br>Ages 1-5: ½ oz equivalent<br>Ages 6-18: 1 oz equivalent         | Pasta (in entrée)            | Soft Roll<br><i>Butter or Marg.</i>       | Corn Muffin<br><i>Butter or Marg.</i> | Brown Rice<br>(100% whole grain) | Whole Grain-Rich Bun<br><i>Mustard, Mayo, Ketchup</i> |
| SNACK     | <b>Milk</b><br>Ages 1-5: 4 oz; Ages 6-18: 8 oz                                   | Milk                         |                                           |                                       |                                  | Milk                                                  |
|           | <b>Meat/Meat Alternate</b><br>Ages 1-5: ½ oz<br>Ages 6-18: 1 oz                  |                              | Cheddar Cheese Slice                      |                                       | Yogurt                           |                                                       |
|           | <b>Vegetable</b><br>Ages 1-5: ½ c<br>Ages 6-18: ¾ c                              |                              |                                           |                                       |                                  |                                                       |
|           | <b>Fruit/Juice</b><br>Ages 1-5: ½ c<br>Ages 6-18: ¾ c                            |                              |                                           | Fresh Orange Slices                   | Peaches                          |                                                       |
|           | <b>Grains</b><br>Ages 1-5: ½ oz equivalent<br>Ages 6-18: 1 oz equivalent         | 100% Whole Grain<br>Crackers | 100% Whole Grain<br>Bread                 | Whole Grain-Rich<br>Crackers (savory) |                                  | Pretzels                                              |

**IMPORTANT: Ages 1-5 based on meal pattern portion sizes for ages 3-5.** \*Requires a Child Nutrition (CN) Label, Product Formulation Statement (PFS), or standardized recipe. Caterer must supply this documentation to institution/facility. When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: water is NOT a creditable food item).

### Attachment 3

#### Minimum Food Specifications, Exhibit A – Grains Requirement, and FL WIC Approved Cereal List

| <b>Milk</b>                                            | <p>Must meet State and local standards for fluid milk. Must be pasteurized whole, or lowfat, or fat free, or cultured buttermilk. Must contain vitamins A and D at levels specified by the Food and Drug Administration.</p> <p><b>Note:</b> Milk must be served with each breakfast, lunch and supper meal. Children one year of age must be served unflavored whole milk. Children two through five years old must be served either unflavored lowfat (1 percent) or unflavored fat-free (skim) milk. Children six years old and older must be served unflavored or flavored lowfat (1 percent) or fat-free (skim) milk.</p> |                                             |                                                                                                                                                                                                                |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Vegetables</b>                                      | <b>Canned</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Frozen</b>                               | <b>Fresh</b>                                                                                                                                                                                                   |
| <b>Bean, Dip (Variety – including hummus, flavors)</b> | Prepared, ready-to-eat, must be from a USDA or FDA inspected plant.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                             | Prepared, ready-to-eat, must be from a USDA or FDA inspected plant.                                                                                                                                            |
| <b>Beans, Baked</b>                                    | Beans, baked, sauce containing brown sugar, ketchup and mustard sauce. U.S. Grade A or Fancy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                             |                                                                                                                                                                                                                |
| <b>Beans, Black</b>                                    | U.S. Grade A or Fancy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |                                                                                                                                                                                                                |
| <b>Beans, Green</b>                                    | Cut, 1 ½", 4 sieve, U.S. Grade A or Fancy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | U.S. Grade A or Fancy                       | U.S. No. 1                                                                                                                                                                                                     |
| <b>Beans, Lima, Baby</b>                               | U.S. Grade A or Fancy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | U.S. Grade A or Fancy                       | U.S. No. 1                                                                                                                                                                                                     |
| <b>Beans, Refried</b>                                  | Must be from a USDA or FDA inspected plant, smooth paste or paste with whole and partial bean pieces, plain with vegetable oil – no lard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                             |                                                                                                                                                                                                                |
| <b>Beans, Red</b>                                      | Dark or light red, U.S. Grade A or Fancy, water packed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             |                                                                                                                                                                                                                |
| <b>Broccoli</b>                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Cut, U.S. Grade A or Fancy                  | U.S. No. 1                                                                                                                                                                                                     |
| <b>Broccoli and Cauliflower</b>                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | U.S. Grade A, 50% Broccoli, 50% Cauliflower | U.S. No. 1                                                                                                                                                                                                     |
| <b>Broccoli, Ready-to-use</b>                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             | Florets – 1" to 2 ¾" by 1 to 1 ½", U.S. No. 1, USDA, QTV                                                                                                                                                       |
| <b>Carrots</b>                                         | Sliced or diced U.S. Grade A, Fancy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Sliced or diced U.S. Grade A                | Whole, U.S. No. 1                                                                                                                                                                                              |
| <b>Carrots, Ready-to-use</b>                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             | <p><u>Baby-cut</u> – 2" by 3/8" to 11/16", U.S. No. 1, from USDA inspected plant.</p> <p><u>Sticks</u> – 3 ¾" to 4" by ¼" to ½", U.S. No. 1, from USDA inspected plant.</p>                                    |
| <b>Carrot, Pineapple &amp; Raisin Salad</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             | <u>Prepared salad pack</u> – Must be from a USDA inspected plant.                                                                                                                                              |
| <b>Cabbage</b>                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             | U.S. No. 1                                                                                                                                                                                                     |
| <b>Cabbage, Ready-to-use</b>                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             | <p><u>Shredded</u> – Green, 1/16", U.S. No. 1, from USDA inspected plant.</p> <p><u>Salad mix</u> – Shredded green cabbage, shredded red cabbage and carrots mixed, U.S. No. 1, from USDA inspected plant.</p> |
| <b>Cauliflower, Ready-to-use</b>                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             | Florets – 1" to 2 ½" by 1" to 1 ½", U.S. No. 1, USDA, QTV                                                                                                                                                      |

### Attachment 3 (continued)

#### Minimum Food Specifications, Exhibit A – Grains Requirement, and FL WIC Approved Cereal List (continued)

| Vegetables                                    | Canned                                                                                                                        | Frozen                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Fresh                                                                                                                                                           |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Celery</b>                                 |                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | U.S. Extra No. 1                                                                                                                                                |
| <b>Celery, Ready-to-use</b>                   |                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Sticks – ½" by 4", U.S. No. 1, from USDA inspected plant.                                                                                                       |
| <b>Coleslaw</b>                               |                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Prepared salad pack – Must be from a USDA inspected plant.                                                                                                      |
| <b>Corn</b>                                   | Vacuum pack, whole kernel, golden sweet Midwest. U.S. Grade A or Fancy                                                        | U.S. Grade A                                                                                                                                                                                                                                                                                                                                                                                                                                                      | U.S. No. 1, with or without husk                                                                                                                                |
| <b>Corn, Mexican</b>                          | U.S. Grade A or Fancy                                                                                                         | U.S. Grade A                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                 |
| <b>Cucumbers</b>                              |                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | U.S. No. 1                                                                                                                                                      |
| <b>Greens</b><br>(Collard, Mustard or Turnip) | Chopped, U.S. Grade A or Fancy                                                                                                | Chopped, U.S. Grade A                                                                                                                                                                                                                                                                                                                                                                                                                                             | U.S. No.1                                                                                                                                                       |
| <b>Lettuce</b>                                |                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Iceberg head - U.S. Grade No. 1<br><br>Romaine (or cos lettuce) U.S. Grade No. 1                                                                                |
| <b>Lettuce, Ready-to-use</b>                  |                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Chopped – Medium, iceberg, U.S. No. 1, from USDA inspected plant<br><br>Salad mix – Chopped iceberg lettuce and romaine, U.S. No. 1, from USDA inspected plant. |
| <b>Mixed Vegetables</b>                       | U.S. Grade A or Fancy                                                                                                         | California Style - U.S. Grade A, broccoli cuts, cauliflower florets, carrot cuts<br><br>5 Vegetable Blend - U.S. Grade A, 28% each corn and carrots, 17% each peas, and beans, 10% limas<br><br>Italian Vegetables - U.S. Grade A, IQF sliced zucchini, cauliflower, carrot chunks, Italian green beans, lima beans and red peppers<br><br>Oriental Style- U.S. Grade A, French cut green beans, broccoli cuts, onion strips, sliced mushrooms, diced red peppers |                                                                                                                                                                 |
| <b>Peas, Black Eye</b>                        | U.S. Grade B                                                                                                                  | Monarch or Clemson varieties, light skin with dark eye                                                                                                                                                                                                                                                                                                                                                                                                            | U.S. No. 1                                                                                                                                                      |
| <b>Peas, Green</b>                            | U.S. Grade A or Fancy                                                                                                         | U.S. Grade A                                                                                                                                                                                                                                                                                                                                                                                                                                                      | U.S. No.1                                                                                                                                                       |
| <b>Peas and Carrots</b>                       | U.S. Grade A or Fancy, carrots shall not comprise less than 25% by weight and peas shall not comprise less than 50% by weight | U.S. Grade A, carrots shall not comprise less than 25% by weight and peas shall not comprise less than 50% by weight                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                 |

### Attachment 3 (continued)

#### Minimum Food Specifications, Exhibit A – Grains Requirement, and FL WIC Approved Cereal List (continued)

| <b>Vegetables</b>                          | <b>Canned</b>                                                                                                                                | <b>Frozen</b>                                                                                                                                                                                        | <b>Fresh</b>                                                                       |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <b>Peppers, Green, Red, Yellow, Orange</b> |                                                                                                                                              |                                                                                                                                                                                                      | U.S. No. 1<br>Whole or pre-cut, Julienne                                           |
| <b>Pickles, Dill strips</b>                | Prime Quality, firm, plump and uniform in size, cut length wise with kosher taste                                                            |                                                                                                                                                                                                      |                                                                                    |
| <b>Pickles, Dill slices</b>                | US Grade B                                                                                                                                   |                                                                                                                                                                                                      |                                                                                    |
| <b>Pickles, Sweet chip</b>                 | US Grade B, cross cuts or slices                                                                                                             |                                                                                                                                                                                                      |                                                                                    |
| <b>Potatoes</b>                            | Whole or sliced, U.S. Grade A                                                                                                                |                                                                                                                                                                                                      | U.S. No.1                                                                          |
| <b>Potatoes, New</b>                       | Whole or sliced, U.S. Grade A                                                                                                                | Roasted redskin chunks. IQF, oven prep                                                                                                                                                               | U.S. No. 1                                                                         |
| <b>Potatoes, Sweet</b>                     | U.S. Grade A in Light Syrup                                                                                                                  | Yam Patties- packed in USDA inspected plant                                                                                                                                                          | U.S. No.1                                                                          |
| <b>Salsa</b>                               | Mild, containing all vegetable w/ minor amounts of spices.                                                                                   |                                                                                                                                                                                                      |                                                                                    |
| <b>Spinach</b>                             | Chopped, Grade A or Fancy                                                                                                                    | Chopped, U.S. Grade A                                                                                                                                                                                | U.S. No.1                                                                          |
| <b>Squash, Yellow, Summer</b>              |                                                                                                                                              | Sliced, U.S. Grade A or Fancy                                                                                                                                                                        | U.S. No.1                                                                          |
| <b>Squash, Winter (Acorn or Butternut)</b> |                                                                                                                                              | Chopped or mashed, U.S. Grade A or Fancy                                                                                                                                                             | U.S. No.1                                                                          |
| <b>Succotash</b>                           | U.S. Grade A, whole-grain sweet corn shall not comprise less than 50% by weight and lima beans shall not comprise less than 12.5% by weight. | U.S. Grade A or U.S. Fancy, Corn, sweet, whole kernel (white or yellow) shall not comprise less than 50% by weight and lima beans or soy beans (edamame) shall not comprise less than 25% by weight. |                                                                                    |
| <b>Three Bean Salad</b>                    | U.S. Grade A or Fancy, mixture of green beans, wax beans, and dark or light red beans, marinated.                                            |                                                                                                                                                                                                      |                                                                                    |
| <b>Tomatoes</b>                            | Whole, sliced, or crushed, U.S. Grade B or Extra Standard.                                                                                   |                                                                                                                                                                                                      | U.S. No.1                                                                          |
| <b>Tomato Sauce</b>                        | U.S. Grade B or Extra Standard                                                                                                               |                                                                                                                                                                                                      |                                                                                    |
| <b>Yucca</b>                               |                                                                                                                                              | Skinless, pre-cut                                                                                                                                                                                    | Roots completely covered with bark-like skin, free from cracks, sliminess or mold. |
| <b>Zucchini</b>                            |                                                                                                                                              | Sliced, U.S. Grade A or Fancy                                                                                                                                                                        | U.S. No.1                                                                          |
| <b>Fruit</b>                               | <b>Canned</b>                                                                                                                                | <b>Frozen</b>                                                                                                                                                                                        | <b>Fresh</b>                                                                       |
| <b>Apples (All varieties)</b>              | U.S. Grade A, Sliced, regular pack in water.                                                                                                 |                                                                                                                                                                                                      | U.S. No. 1                                                                         |
| <b>Applesauce</b>                          | U.S. Grade A, Natural, Unsweetened.                                                                                                          |                                                                                                                                                                                                      |                                                                                    |
| <b>Florida Avocados</b>                    |                                                                                                                                              |                                                                                                                                                                                                      | U.S. No. 1 or U.S. Combination (at least 60%, by count, meet U.S. No. 1)           |
| <b>Bananas</b>                             |                                                                                                                                              |                                                                                                                                                                                                      | Must be delivered to Institution with even bright yellow color, un-bruised         |
| <b>Cantaloupe</b>                          |                                                                                                                                              |                                                                                                                                                                                                      | "Full slip" stem end, free from lumps or soft spots.                               |

### Attachment 3 (continued)

#### Minimum Food Specifications, Exhibit A – Grains Requirement, and FL WIC Approved Cereal List (continued)

| Fruit                                                              | Canned                                                                                                                                                                                                                                                 | Frozen                                                                                                      | Fresh                                                                                                                                                               |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clementines (or tangerines)                                        |                                                                                                                                                                                                                                                        |                                                                                                             | U.S. Fancy or U.S. No.1 Bright.                                                                                                                                     |
| Fruit Cocktail                                                     | U.S. Grade B or U.S. Choice, packed in own juice or unsweetened fruit juice.                                                                                                                                                                           |                                                                                                             |                                                                                                                                                                     |
| Grapes (halved)                                                    |                                                                                                                                                                                                                                                        |                                                                                                             | U.S. No. 1, seedless, red or white, must be halved                                                                                                                  |
| Honeydew                                                           |                                                                                                                                                                                                                                                        |                                                                                                             | Symmetrical, firm-not rock-hard, free from lumps or soft spots.                                                                                                     |
| Juice, Ready-to-serve (All varieties)                              | All juice must be 100% fruit or vegetable juice, USDA Inspected and pasteurized. All juice must be fortified with 100% or more of vitamin C unless it is orange or grapefruit juice. <b>Juice must be delivered to the Institution ready-to-serve.</b> |                                                                                                             |                                                                                                                                                                     |
| Mandarin Oranges                                                   | Type I or II, size C or D, no sugar added, packed in own juice or unsweetened fruit juice, manufacturer's/distributor's certification required.                                                                                                        |                                                                                                             |                                                                                                                                                                     |
| Mangos                                                             |                                                                                                                                                                                                                                                        |                                                                                                             | U.S. Fancy or U.S. No.1                                                                                                                                             |
| Oranges (All varieties)                                            |                                                                                                                                                                                                                                                        |                                                                                                             | Fresh- U.S. Fancy<br>Chilled- US Grade A or Fancy                                                                                                                   |
| Peaches                                                            | U.S. Grade B or U.S. Choice, Halves or slices, Yellow, cling stone, packed in own juice or unsweetened fruit juice.                                                                                                                                    |                                                                                                             | U.S. No. 1                                                                                                                                                          |
| Pears                                                              | U.S. Grade A, Bartlett, Halves or slices, packed in own juice or unsweetened fruit juice.                                                                                                                                                              |                                                                                                             | U.S. No. 1                                                                                                                                                          |
| Pineapple (Sliced, tidbits, cubes, or chunk)                       | U.S. Grade A packed in own juice or unsweetened fruit juice.                                                                                                                                                                                           |                                                                                                             | U.S. No. 1                                                                                                                                                          |
| Plantains (Maduros – sweet, or tostones/mofongo/mangu – not sweet) |                                                                                                                                                                                                                                                        | Sliced, Individually Quick Frozen, pre-cooked, oven ready. Not pre-fried, zero grams trans fat per serving. | Very ripe or green, ready to cook.                                                                                                                                  |
| Tropical Mixed Fruit                                               | U.S. Grade B or U.S. Choice, packed in own juice or unsweetened fruit juice.                                                                                                                                                                           |                                                                                                             | <u>Fresh</u> - U.S. No. 1<br><u>Chilled</u> – Florida Pack in light syrup or own juice. Fruit to include papaya and mango. Packed under continuous USDA inspection. |
| Raisins                                                            | Dried, seedless, mixed size. U.S. Grade A. 1/8 cup raisins credits as ¼ cup fruit; ¼ cup raisins credits as ½ cup fruit.                                                                                                                               |                                                                                                             |                                                                                                                                                                     |
| Seasonal Fresh Fruit                                               |                                                                                                                                                                                                                                                        |                                                                                                             | Choice of cantaloupe, honeydew, mango, pineapple, strawberries, or watermelon.                                                                                      |
| Strawberries                                                       |                                                                                                                                                                                                                                                        |                                                                                                             | U.S. No. 1                                                                                                                                                          |
| Watermelon                                                         |                                                                                                                                                                                                                                                        |                                                                                                             | With or without seeds, dull skin, no flat sides, has hollow sound when tapped.                                                                                      |

### Attachment 3 (continued)

#### **Minimum Food Specifications, Exhibit A – Grains Requirement, and FL WIC Approved Cereal List (continued)**

| <b>Grains</b>                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>All grain/bread products</b>                | Must meet Grain Requirements for CCFP, Exhibit A.<br>Must be whole grain, whole grain-rich, or enriched. Bran and germ are counted as enriched or whole-grain meals or flours. Corn masa and masa harina are considered whole grain-rich. Corn flour, corn meal, and other corn products must be whole or treated with lime (nixtamalized) to be considered whole grain-rich. Grain products must be zero grams trans fat per serving.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Meat/Meat Alternates</b>                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Beef, Breaded country fried patties</b>     | Frozen, fully cooked. CN Label or Product Formulation Statement (PFS) required. Ground beef not to exceed 30% fat, water, vegetable protein product, spices and seasonings. No dried whole eggs or MSG allowed. Not pre-fried, zero grams trans fat per serving.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Beef, Canned Cubed</b>                      | Lean meat only, in juice. ¾" to 1" cubes. USDA inspected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Beef, Ground</b>                            | Beef, ground, bulk, frozen; IMPs 136; 80:20 lean to fat ratio or less than 20% fat.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Beef, Patties</b>                           | Frozen, fully cooked. CN Label or Product Formulation Statement (PFS) required. Ground beef (not more than 30% fat), water, vegetable protein product, spices and seasonings. No dried whole eggs or MSG allowed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Beef, Salisbury patties</b>                 | Frozen, fully cooked. CN Label or Product Formulation Statement (PFS) required. Minimum 2.14 oz. patty to provide 2 oz. meat/meat alternate. Ingredients: Ground beef (not more than 30% fat), water, vegetable protein product, spices and seasonings. No dried whole eggs or MSG allowed. Not pre-fried, zero grams trans fat per serving.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Beef, Shoulder Clod Roast</b>               | USDA Grade Good 12-14 lb. Roasts. Frozen. The shoulder clod roast is the same as the IMPs 114 except that the shoulder (cutaneous muscle) shall be removed when the underlying fat must be trimmed to comply with the surface fat thickness requirements. The heavy tendons at the elbow end of the cold shall be trimmed even with the lean and all sides shall be trimmed so that the clod is not less than 1" thick at any point. When smaller roasts are specified, the thick end of the clod shall be made into one roast and the thin end shall be split length-wise, the ends reversed and the boned surfaces placed together to produce a uniformly thick roast. These roasts shall be held intact by tying girthwise. IMPs Item #144A.                                                                                                                                                                                                                          |
| <b>Beef, for Stewing</b>                       | USDA Standard Grade. IMPs 135A. Cutting with electric saw will be permitted. Meat with dark discoloration, all bones, cartilage, back strap, exposed large blood vessels, heavy connective tissue and the pre-scapular lymph gland shall be removed. The thick tendinous ends of the shank shall be removed by cutting back until a cross sectional cut shows at least 75% lean. Not less than 75%, by weight, of the diced pieces shall be of a size which is equivalent of not less than a ¾ inch cube or not more than a 1 ½" cube and no individual surface of these pieces shall exceed 2 ½" in length. This item is the same as IMPs 135 Diced Beef except that the surface or seam fat of the boneless meat prior to dicing shall not exceed ¼" in any thickness at any one point. In addition, the fat content of the boneless meat determined visually shall not exceed 20%. Container to provide proper labeling and identification and USDA Inspection Stamp. |
| <b>Cheese</b><br>(shredded or sliced or stick) | The following cheeses will meet 21 C.F.R. §133 standards of identity:<br>Cheddar – U.S. Grade A A.<br>Colby – U.S. Grade A A.<br>Mozzarella – Low moisture, Part skim, 100% natural cheese, minimum milkfat 45% and maximum moisture content of 52%.<br>American – pasteurized, process cheese or blended cheese, processed in USDA approved plant, process cheese: minimum milkfat 50% by weight of solids and maximum moisture content is 40%, blended cheese: 13-17% milkfat by total weight and not more than 51% moisture content.<br>Provolone – pasteurized, minimum milkfat 45% by weight of solids and maximum moisture content is 45% by weight. (No smoked.)<br>Swiss – U.S Grade A                                                                                                                                                                                                                                                                           |

### Attachment 3 (continued)

#### **Minimum Food Specifications, Exhibit A – Grains Requirement, and FL WIC Approved Cereal List (continued)**

| <b>Meat/Meat Alternates</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Cheese, Cottage</b>            | Pasteurized, plain, USDA Quality Approved Inspection Shield, meets 21 C.F.R. §133 standards of identity.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Chicken, Breaded patty</b>     | Frozen, fully cooked. CN Label or Product Formulation Statement (PFS) required. Minimum 3 oz. patty to provide a 2 oz. meat/meat alternate and 1 serving of bread. Ingredients: Ground chicken, vegetable protein product, spices and seasonings. No MSG allowed. Not pre-fried, Zero grams trans fat per serving.                                                                                                                                                                                                                   |
| <b>Chicken, 8 Piece Cut</b>       | Raw individually quick frozen, ice glazed, cleaned and ready to cook, hand cut from USDA inspected grade A fryers. Portions shall be cut from 2 ½ to 3 ¼ pound fryers, without giblets or necks. Average portion weight 4.5 oz. packaged in heavy-duty poly bags inside legibly labeled heavy duty master cartons. Average cases weight 27 pounds. 96 portions per cases.                                                                                                                                                            |
| <b>Chicken, Drumsticks</b>        | Raw individually quick frozen, ice glazed, clean and ready to cook, hand cut from USDA inspected grade A fryers. Raw portion weight 3.7 oz. plus or minus ¼ oz. Packaged in heavy duty poly bags inside legibly labeled heavy-duty master cartons.                                                                                                                                                                                                                                                                                   |
| <b>Chicken, Nuggets</b>           | Fully cooked, breaded, IF. Cooked weight of nugget 14.17 g (1/2 oz.) to 28.35 g (1 oz.). Chunked and formed, ½ inch cube or greater, mostly white meat (not less than 66 % white, not more than 34 % dark), without skin. CN Label or Product Formulation Statement (PFS) required. Not pre-fried, zero grams trans fat per serving. No MSG. USDA certified.                                                                                                                                                                         |
| <b>Chicken, Thighs (No back)</b>  | Raw, individually quick frozen, ice glazed, cleaned and ready to cook, hand cut from USDA inspected Grade A fryers. <u>Raw portion weight 4.1 oz. plus or minus ½ oz.</u> Packaged in heavy duty poly bags inside legibly labeled heavy-duty master cartons.                                                                                                                                                                                                                                                                         |
| <b>Chicken, Whole</b>             | Raw frozen, ice glazed, cleaned and ready to cook, USDA inspected grade A broilers, fryers, or hens. Average portion weight 6-8 lb. Packaged in heavy duty poly bags inside legibly labeled heavy-duty master cartons.                                                                                                                                                                                                                                                                                                               |
| <b>Eggs</b>                       | USDA inspected large, Grade A or better, 100% candled. Eggs may be raw in shell, fully cooked whole eggs, frozen diced, frozen patty (CN Label products available), or broken homogenized and pasteurized.                                                                                                                                                                                                                                                                                                                           |
| <b>Egg, Salad</b>                 | Fully cooked eggs (see Eggs specification). "Salad" may be prepared by mixing eggs with relish and/or chopped vegetables such as celery and onions. Mayonnaise may be used as a moistening agent to "bind" the salads. Egg portion must be one whole large egg before added ingredients.                                                                                                                                                                                                                                             |
| <b>Fish, Portion (breaded)</b>    | Cod or Alaska Pollack, oven-ready, breaded, un-fried, 3 oz. portion (rectangle or wedge). Meets the requirements of U.S. Grade A, 75 percent by weight of fish flesh. CN Label or Product Formulation Statement (PFS) required. No MSG, zero grams trans fat per serving. USDC/NOAA Seafood Inspection approved.                                                                                                                                                                                                                     |
| <b>Fish, Portion (un-breaded)</b> | Cod or Alaska Pollack, or Haddock, or Tilapia, or Whitefish, U.S. Grade A once-frozen fish fillets. USDC/NOAA Seafood Inspection approved.                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Fish, Sticks</b>               | Cod or Alaska Pollack, oven-ready, breaded, un-fried, 1 oz. stick. Meets the requirements of U.S. Grade A, 72 percent by weight of fish flesh. CN Label or Product Formulation Statement (PFS) required. No MSG, zero grams trans fat per serving. NOAA certified.                                                                                                                                                                                                                                                                   |
| <b>Fish, Tuna</b>                 | Fancy, chunk, light, packed in water. Canned or flexible pouch. No salt added. USDC certified.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Fish, Tuna, salad</b>          | Tuna fish (as specified above) "salad" may be prepared by mixing tuna fish with relish and/or chopped vegetables such as celery and onions. Mayonnaise may be used as a moistening agent to "bind" the salads. Weight of portion of tuna must be 2 ounces before added ingredients.                                                                                                                                                                                                                                                  |
| <b>Nut/Seed Butter</b>            | Peanut butter, or soy nut butter: US Grade A, smooth.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Pork, Breaded patty</b>        | Fully cooked, breaded, not pre-fried, zero grams trans fat per serving. CN Label or Product Formulation Statement (PFS) required. Minimum 2.83 oz. patty to provide 1.5 oz. meat/meat alternate and 1 serving of bread for children ages 1-5. Minimum 3.75 oz. patty to provide 2 oz. meat/meat alternate and 1½ serving of bread for children ages 6-12. Ingredients: Ground pork (not to exceed 24% fat), water, vegetable protein product, spices and seasonings. Breeding not to exceed 30%. No dried whole eggs or MSG allowed. |

### Attachment 3 (continued)

#### Minimum Food Specifications, Exhibit A – Grains Requirement, and FL WIC Approved Cereal List (continued)

| Meat/Meat Alternates                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Pork, Breaded patty</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                | Fully cooked, breaded, not pre-fried, zero grams trans fat per serving. CN Label or Product Formulation Statement (PFS) required. Minimum 2.83 oz. patty to provide 1.5 oz. meat/meat alternate and 1 serving of bread for children ages 1-5. Minimum 3.75 oz. patty to provide 2 oz. meat/meat alternate and 1½ serving of bread for children ages 6-12. Ingredients: Ground pork (not to exceed 24% fat), water, vegetable protein product, spices and seasonings. Breading not to exceed 30%. No dried whole eggs or MSG allowed.                                                   |
| <b>Pork, Ham</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <u>Lean, boneless, cured, pressed, skinless</u> – Fully-cooked. Moist heat, Pullman, approximately 4 ¼" square. Must be fully cooked, sectioned and formed. USDA Inspected and stamped. IMPs #508.<br><br><u>Smoked</u> – Short Shank, Skinned Boned, Rolled and Tied. (Cured and Smoked). Ham is the same as Ham, Skinless, completely boneless IMPs #505, except that the ham shall not be encased in an artificial casing. The boneless ham shall be rolled and string tied.<br><br><u>Deli-Style</u> – Round or flat buffet. No binders, fillers or soy allowed. Minimum 94% lean. |
| <b>Pork, Roast</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Raw, fresh or frozen. Boston butt, center loin, or blade-end. U.S. Grade No. 1, less than 1" backfat thickness.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Pork, Sausage</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Patty, Link or Market Style. Lightly seasoned and or flavored. No artificial casings. Total fat content not to exceed 20%.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Turkey, Breast</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Deli-style, whole muscle, roasted/fully cooked, boneless, skinless, minimum 96% fat free, may be smoked.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Turkey, Ground</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Made from USDA inspected turkeys, 100% turkey meat, no binders or fillers, minimum 85% lean.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Turkey, Roast</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Frozen, raw, USDA Grade A. Boneless, 60/40 white/dark ratio, wrapped in natural skin, netted. 8-10 lb. each.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Turkey, Slices</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Fully cooked. Made with no less than 60% white meat, no skin added, no binders, fillers, or soy allowed. Must be less than 10% fat.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Turkey, Whole</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Young Tom Eviscerated, 16 lb. and over. USDA Grade A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Veggie Burger</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Hamburger Style Classic</b> , frozen, 2.5 oz. fully cooked Hamburger Style Classic Garden burger – all vegetable. To provide 2 oz. equivalent meat alternate for Child Nutrition Meal Pattern Requirements. CN Label or Product Formulation Statement (PFS) required.                                                                                                                                                                                                                                                                                                               |
| <b>Yogurt</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Type II (High Protein), Class B (lowfat) or C (nonfat), Flavor 2 (fruit flavored) – flavor style a (blended/stirred/set). Must contain no more than 23 grams of total sugars per 6 ounces (no more than 19 grams per 5 oz.; no more than 15 grams per 4 oz.). 4 oz. cups or larger. Product shall: be commercial brand products; have a shelf life of at least 50 days from date of manufacturer                                                                                                                                                                                       |
| Combination Foods                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Combination main dish food items require a Child Nutrition (CN) Label, Product Formulation Statement (PFS), or standardized recipe. This documentation gives the number of servings, serving size, and minimum meal contribution. Ingredients in these dishes must meet or exceed the minimum specifications on previous pages. <b>The Caterer must inform the institution/facility of the appropriate serving size and supply documentation to institution/facility.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Pizza, Wedge or Rectangle with Whole Grain</b>                                                                                                                                                                                                                                                                                                                                                                                                                         | Frozen cheese, or pepperoni, or sausage. Low-moisture, part skim mozzarella cheese 8" wedge or 4" x 6" rectangle, to provide 2 servings grain/bread, 2 oz. meat/meat alternate, 1/8 cup vegetable. CN Label or PFS required. Primary source of flour is to be whole wheat. Zero grams trans fat per serving.                                                                                                                                                                                                                                                                           |
| <b>Sandwiches</b><br>(Midnight/Cuban, Ham and cheese, Turkey and cheese, Tuna Salad)                                                                                                                                                                                                                                                                                                                                                                                      | Must provide the minimum amount of meat/meat alternate and bread/grain per serving for children ages 1-5 and ages 6-12 as specified by the Child Care Food Program Meal Pattern for Children, Attachment 2. (Children age 1 and 2 shall receive the same minimum meal pattern amounts as children age 3-5.)<br><b>Note: The Caterer must deliver sandwiches pre-assembled (not in separate, bulk food containers) to Institutions, unless requested otherwise by the Institution. Condiments may be sent separately.</b>                                                               |
| Other Foods                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Frequently used condiments</b>                                                                                                                                                                                                                                                                                                                                                                                                                                         | <i>Including: butter; margarine, salad dressings, cream cheese, mayonnaise, etc.</i><br>Must be zero grams trans fat per serving; lowfat or reduced fat products recommended.                                                                                                                                                                                                                                                                                                                                                                                                          |

\* Starting October 1, 2025, yogurt must contain no more than 12 grams added sugars per 6 ounces.

# Florida WIC Approved Cereal List for the Child Care Food Program 2024-2025

GF = Gluten Free

All cereals on this list meet CCFP sugar limits and are creditable to serve.

June 2024

## Whole Grain/Whole Grain-Rich Cereals

### Cold Cereals



Cheerios  
GF



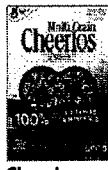
Cheerios  
Oat Crunch  
Berry



Cheerios Veggie  
Blend Apple  
Strawberry GF



Cheerios  
Veggie Blend  
Blueberry  
Banana GF



Cheerios  
Multi-Grain  
GF



Oatmeal  
Squares  
Brown Sugar



Oatmeal  
Squares  
Cinnamon



Oatmeal  
Squares  
Honey Nut



Chex  
Blueberry  
GF



Chex  
Cinnamon  
GF



Chex Corn  
GF



Chex Rice  
GF



Chex  
Wheat



Total



Wheaties



Complete  
Bran



Great Grains  
Banana Nut



Kix Berry  
Berry



Kix Honey



Kix



Special K  
Protein  
Original Multi  
Grain



Life Vanilla



Life Original



Grape Nuts  
Flakes



Grape Nuts



Great Grains  
Crunchy  
Pecan



Frosted Mini-  
Wheats



Little Bites  
Original



Little Bites  
Chocolate



Frosted Mini-  
Wheats  
Blueberry



Frosted Mini-  
Wheats  
Strawberry



Frosted Mini-  
Wheats  
Pumpkin Pie  
Spice



Frosted Mini-  
Wheats  
Golden  
Honey



Frosted Mini-  
Wheats  
Cinnamon  
Roll



Strawberry Cream  
Mini Spooners



Frosted Mini  
Spooners

### Hot Cereals



Instant  
Rolled Oats  
GF



Instant  
Oatmeal  
Original



Cream of Wheat  
Whole Grain  
2 1/2 minute

## Enriched Cereals

### Cold Cereals



Rice  
Krispies



Special K  
Original



Crispix



Honey  
Bunches of  
Oats Maple  
Pecan



Honey Bunches of  
Oats  
Cinnamon  
Bunches



Honey Bunches of  
Oats Honey  
Roasted



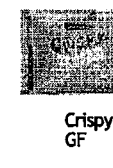
Corn  
Flakes



Honey  
Frosted Corn  
Flakes



Honey Bunches of  
Oats with  
Almonds



Crispy Rice  
GF



Honey  
Bunches of  
Oats Vanilla

### Hot Cereals



Hot Wheat  
Original



Instant  
Grits  
Original



Farina  
Original

Iron  
Fortified  
Quick Grits



Cream of  
Rice  
Instant GF



Cream of  
Rice  
2 1/2  
minute



Cream of  
Wheat  
Original  
2 1/2 minute



Cream of  
Wheat  
Original  
1 minute



Cream of  
Wheat  
Original  
Instant

## Any store brand or Ralston Foods brand

### WHOLE GRAIN/WHOLE GRAIN-RICH CEREALS

Bran Flakes  
Frosted Shredded Wheat/Frosted Wheat  
Instant Oatmeal - Original/Regular Multigrain Flakes  
MultiGrain Medley, Tasteos, Spins or Toasted Cereal  
Nutty Nuggets/Crunchy Nuggets/Crunchy Wheat  
Oat Crunch/Oat Wise/Oat Squares/Lively Oats  
Strawberry Frosted Shredded Wheat  
Toasted Oats/Tasteos/Toasted Oat Spins/Happy O's  
Wheat Flakes  
Wheat Squares, Biscuits, or Crisps

### ENRICHED CEREALS

Corn Flakes  
Corn Squares, Biscuits, Crisps, or Bites  
Crisp Rice/Crispy Rice  
Crispy Hexagons (Corn & Rice)  
Essentially You/Toasted Rice  
Instant Grits - Original/Regular  
Oats & More with Almonds/Almonds & Oats  
Oats & More with Honey/Honey & Oats  
Rice Squares, Biscuits, Crisps, or Pockets

## Exhibit A: Grain Requirements<sup>1,2</sup>

| GROUP A                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Ounce Equivalent (Oz Eq) for GROUP A                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Bread type coating</li> <li>Bread sticks (hard)</li> <li>Chow mein noodles</li> <li>Savory Crackers (saltines and snack crackers)</li> <li>Croutons</li> <li>Pretzels (hard)</li> <li>Stuffing (dry)</li> <li><i>Note: weights apply to bread in stuffing</i></li> </ul>                                                                                                                                             |  | 1 oz eq (1 svg) = 22 gm or 0.8 oz<br>1/2 oz eq (1/2 svg) = 11 gm or 0.4 oz                                                                                                                                                                                                                    |
| GROUP B                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Ounce Equivalent (Oz Eq) for GROUP B                                                                                                                                                                                                                                                          |
| <ul style="list-style-type: none"> <li>Animal crackers (plain)</li> <li>Bagels</li> <li>Batter type coating</li> <li>Biscuits</li> <li>Breads (sliced, French, Italian)</li> <li>Buns (hamburger and hot dog)</li> <li>Egg roll skins</li> <li>English muffins</li> <li>Graham crackers (plain)</li> <li>Pita bread</li> <li>Pizza crust</li> <li>Pretzels (soft)</li> <li>Rolls</li> <li>Tortillas</li> <li>Tortilla chips</li> <li>Taco shells</li> </ul> |  | 1 oz eq (1 svg) = 28 gm or 1.0 oz<br>1/2 oz eq (1/2 svg) = 14 gm or 0.5 oz                                                                                                                                                                                                                    |
| GROUP C                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Ounce Equivalent (Oz Eq) for GROUP C                                                                                                                                                                                                                                                          |
| <ul style="list-style-type: none"> <li>Cornbread</li> <li>Corn muffins</li> <li>Croissants</li> <li>Pancakes</li> <li>Waffles</li> </ul>                                                                                                                                                                                                                                                                                                                    |  | 1 oz eq (1 svg) = 34 gm or 1.2 oz<br>1/2 oz eq (1/2 svg) = 17 gm or 0.6 oz                                                                                                                                                                                                                    |
| GROUP D                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Ounce Equivalent (Oz Eq) for GROUP D                                                                                                                                                                                                                                                          |
| <ul style="list-style-type: none"> <li>Muffins (all, except corn)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                |  | 1 oz eq (1 svg) = 55 gm or 2.0 oz<br>1/2 oz eq (1/2 svg) = 28 gm or 1.0 oz                                                                                                                                                                                                                    |
| GROUP E                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Ounce Equivalent (Oz Eq) for GROUP E                                                                                                                                                                                                                                                          |
| <ul style="list-style-type: none"> <li>French toast</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                              |  | 1 oz eq (1 svg) = 69 gm or 2.4 oz<br>1/2 oz eq (1/2 svg) = 35 gm or 1.2 oz                                                                                                                                                                                                                    |
| GROUP F/G                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Minimum Serving for GROUP F/G                                                                                                                                                                                                                                                                 |
| Grain-based desserts are not creditable.                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                               |
| GROUP H                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Ounce Equivalent (Oz Eq) for GROUP H                                                                                                                                                                                                                                                          |
| <ul style="list-style-type: none"> <li>Breakfast cereals (cooked)<sup>3</sup></li> <li>Bulgur or cracked wheat</li> <li>Cereal Grains (barley, quinoa, etc.)</li> <li>Macaroni (all shapes)</li> <li>Noodles (all varieties)</li> <li>Pasta (all shapes)</li> <li>Ravioli (noodle only)</li> <li>Rice (white or brown)</li> </ul>                                                                                                                           |  | 1 oz eq (1 svg) = 1/2 cup cooked<br>or 1 oz (28 g) dry                                                                                                                                                                                                                                        |
| GROUP I                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Ounce Equivalent (Oz Eq) for GROUP I                                                                                                                                                                                                                                                          |
| <ul style="list-style-type: none"> <li>Ready to eat breakfast cereal (cold, dry)<sup>3</sup></li> </ul>                                                                                                                                                                                                                                                                                                                                                     |  | Flakes & rounds: 1 oz eq (1 svg) = 1 cup or 1 oz<br>1/2 oz eq (1/2 svg) = 1/2 cup or 0.5 oz<br><br>Puffed cereal: 1 oz eq (1 svg) = 1.25 cups or 1 oz<br>1/2 oz eq (1/2 svg) = 3/4 cup or 0.5 oz<br><br>Granola: 1 oz eq (1 svg) = 1/4 cup or 1 oz<br>1/2 oz eq (1/2 svg) = 1/8 cup or 0.5 oz |

- The following foods must be whole grain, whole grain-rich, or enriched.
- Some of the following foods or their toppings/extras (such as cream cheese, syrup, etc.) may contain more sugar, salt and/or fat than others. This should be a consideration when deciding how often to serve them.
- Breakfast cereals are traditionally served as a breakfast item but may be served in meals other than breakfast. Cereals must contain no more than 6 grams of sugar per dry ounce and must be whole-grain, whole grain-rich, or enriched or fortified cereal. Refer to Florida WIC-Approved Cereal List.

<sup>3</sup>Starting October 1, 2025, Breakfast cereals must contain no more than 6 grams added sugars per dry ounce.

## Attachment 5

### Meal Services to be Provided

- 1) The Institution or Facility must select meal types and how food items shall be delivered by checking the appropriate boxes. *Note: Breakfast, Lunch and Supper must include milk. Snack may include milk according to cycle menu selected. Bulk canned fruit must be in suitable food-grade storage container(s) with tight fitting lid(s).*

|                                                                                                                 |                                                                                                             |                                                                                                                                   |                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> <b>Breakfast</b><br><input type="checkbox"/> Bulk<br><input type="checkbox"/> Unitized | <input type="checkbox"/> <b>Lunch</b><br><input type="checkbox"/> Bulk<br><input type="checkbox"/> Unitized | <input checked="" type="checkbox"/> <b>Snack</b><br><input checked="" type="checkbox"/> Bulk<br><input type="checkbox"/> Unitized | <input checked="" type="checkbox"/> <b>Supper</b><br><input type="checkbox"/> Bulk<br><input checked="" type="checkbox"/> Unitized |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|

- 2) The Institution or Facility must select milk type(s) and size(s) of milk container(s) to be delivered. *Please see Attachment 1, CCFP Meal Pattern for children for milk requirements.* Contract price must include the price of milk to be included with program meals. The Caterer must charge separately should additional milk be requested by the Institution or Facility outside the scope of this contract.

|                                                                                                                                                                                                                                            |                                                                                                                                                                                                                              |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> <b>Unflavored Lowfat (1%)</b><br><input type="checkbox"/> Gallon<br><input type="checkbox"/> Half-gallon<br><input checked="" type="checkbox"/> Individual 8 oz. cartons<br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> <b>Unflavored Fat-Free</b><br><input type="checkbox"/> Gallon<br><input type="checkbox"/> Half-gallon<br><input type="checkbox"/> Individual 8 oz. cartons<br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> <b>Unflavored Whole</b><br><input type="checkbox"/> Gallon<br><input type="checkbox"/> Half-gallon<br><input type="checkbox"/> Individual 8 oz. cartons<br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> <b>Flavored Fat-Free or Lowfat</b><br><input type="checkbox"/> Gallon<br><input type="checkbox"/> Half-gallon<br><input type="checkbox"/> Individual 8 oz. cartons<br><input type="checkbox"/> Other: _____ |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Maximum number of children age one (unflavored whole): \_\_\_\_\_  
 Maximum number of children ages 6 and older (if requesting flavored fat-free): \_\_\_\_\_

- 3) The Institution or Facility must check below 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.

|                                                                                                                         |                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>Bulk</b> , Caterer must deliver individual sandwich food components for assembly | <input type="checkbox"/> <b>Pre-assembled</b> , Caterer must deliver complete sandwiches that are ready to eat |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|

- 4) The Institution or Facility must check below 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.*

|                                                                                                     |                                                                                                    |
|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>Yes</b> Caterer must supply disposable meal service products | <input type="checkbox"/> <b>No</b> Caterer not required to supply disposable meal service products |
|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|

#### Minimum Disposable Meal Service Products:

|                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> paper cup<br><input type="checkbox"/> foam cup<br><input type="checkbox"/> soft plastic, clear cup<br><br><input type="checkbox"/> Plastic straws, individually wrapped<br><input type="checkbox"/> Paper straws, individually wrapped | <input type="checkbox"/> 3-compartment plate<br><input type="checkbox"/> 5-compartment plate<br><br><input type="checkbox"/> foam plate<br><input type="checkbox"/> paper plate<br><input type="checkbox"/> plastic plate<br><br><input type="checkbox"/> plastic bowl<br><input type="checkbox"/> foam bowl | <input type="checkbox"/> 1 ply, white, ¼ fold napkins<br><input type="checkbox"/> Paper towels<br><br><input type="checkbox"/> Plastic forks, medium weight<br><input type="checkbox"/> Plastic spoons, medium weight<br><br><input type="checkbox"/> 8 oz. plastic container<br><input type="checkbox"/> Other: _____ |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- 5) The Institution or Facility must check below 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.

☒ **Yes**, Caterer must supply serving utensils
 ☐ **No**, Caterer not required to supply serving utensils

## Attachment 7

### Price Schedule

The Institution or Facility must complete columns 1 & 2 (in ink and retain copy) prior to obtaining price quotes from selected caterers. Caterer must complete remainder of form and return with price quote by date and time specified by the Institution. Failure to do so will be at the Caterer's risk.

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 must be supported by a statement of the need for substitutes that includes the recommended alternate foods. 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 in writing.

Name of Institution: City of Fort Lauderdale CCFP Authorization No.: 4798

Attachment 2: Cycle Menu Selected \_\_\_\_\_

*Print menu selection*

| Type of Meal<br>per Contract Specifications                                                                                                          | Estimated Total<br>No. of Meals per<br>Day<br>1 | Estimated No.<br>of Serving<br>Days per Year<br>2 | Unit Price per<br>Meal<br>3 | Total Price<br>4 |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------|-----------------------------|------------------|
| Breakfast (Ages 1-5*)                                                                                                                                |                                                 |                                                   |                             |                  |
| Breakfast (Ages 6-18)                                                                                                                                |                                                 |                                                   |                             |                  |
| Lunch (Ages 1-5*)                                                                                                                                    |                                                 |                                                   |                             |                  |
| Lunch (Ages 6-18)                                                                                                                                    |                                                 |                                                   |                             |                  |
| Supper (Ages 1-5*)                                                                                                                                   | 50                                              | 180                                               |                             |                  |
| Supper (Ages 6-18)                                                                                                                                   | 500                                             | 180                                               |                             |                  |
| Morning Snack (Ages 1-5*)                                                                                                                            |                                                 |                                                   |                             |                  |
| Morning Snack (Ages 6-18)                                                                                                                            |                                                 |                                                   |                             |                  |
| Afternoon Snack (Ages 1-5*)                                                                                                                          | 50                                              | 180                                               |                             |                  |
| Afternoon Snack (Ages 6-18)                                                                                                                          | 350                                             | 180                                               |                             |                  |
| Evening Snack (Ages 1-5)                                                                                                                             |                                                 |                                                   |                             |                  |
| Evening Snack (Ages 6-18)                                                                                                                            |                                                 |                                                   |                             |                  |
| "Boxed" Lunches (Ages 1-5)                                                                                                                           |                                                 |                                                   |                             |                  |
| "Boxed" Lunches (Ages 6-18)                                                                                                                          |                                                 |                                                   |                             |                  |
| <b>Note: "Boxed" lunches may be requested by the Institution for field trips. Institution must keep documentation of field trip and menu served.</b> |                                                 |                                                   |                             |                  |
| <b>*Ages 1-5 based on meal pattern portion sizes for ages 3-5.</b>                                                                                   |                                                 |                                                   |                             |                  |
| <b>Grand Total</b>                                                                                                                                   |                                                 |                                                   |                             | <b>5</b>         |

By affixing my signature on this quote, I hereby state that I have read all contract terms, conditions and specifications and agree to all terms, and conditions, provisions, and specifications. I certify that I will provide and deliver to the location(s) specified in the contract.

Caterer Company Name: \_\_\_\_\_

Authorized Caterer Representative: \_\_\_\_\_  
(Signature) (Date)

Name and Title: \_\_\_\_\_  
(Print or Type)

## Attachment 8

### **Institution or Facility Conflict of Interest Questionnaire**

The authorized **Institution or Facility** representative must complete this attachment.

- |                                                                                                                             | Yes                      | No                       |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Do you, your immediate family, or business partner, have financial or other interests in the potential Caterer?          | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have gratuities, favors or anything of monetary value been offered to you or accepted by you from the potential Caterer? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you been employed the potential Caterer within the last 24 months?                                                  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do you plan to obtain a financial interest, e.g., stock, in the potential Caterer?                                       | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Do you plan to seek or accept future employment with the potential Caterer?                                              | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are there any other conditions which may cause a conflict of interest?                                                   | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered Yes to any of the above questions, please provide a written explanation of your answer.

**I declare that the above questions are answered truthfully and to the best of my knowledge.**

| <b>Institution or Facility</b> | <b>Signature of Authorized<br/>Institution Representative</b> | <b>Date</b> |
|--------------------------------|---------------------------------------------------------------|-------------|
|                                |                                                               |             |

### **Caterer Conflict of Interest Questionnaire**

The authorized **Caterer** representative must complete this attachment.

- |                                                                                                                                                               |                          |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Do you, your immediate family, or business partner, have financial or other interests in the Institution or Facility of which you are submitting this bid? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have gratuities, favors or anything of monetary value been offered to you or accepted by you from the Institution or Facility?                             | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you been employed by the Institution or Facility within the last 24 months?                                                                           | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do you plan to obtain a financial interest, e.g., stock, in the Institution or Facility?                                                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Do you plan to seek or accept future employment with the Institution or Facility?                                                                          | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are there any other conditions which may cause a conflict of interest?                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> |

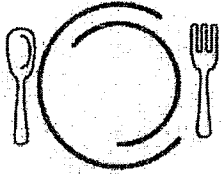
If you answered Yes to any of the above questions, please provide a written explanation of your answer.

**I declare that the above questions are answered truthfully and to the best of my knowledge.**

| <b>Caterer</b> | <b>Signature of Authorized<br/>Caterer Representative</b> | <b>Date</b> |
|----------------|-----------------------------------------------------------|-------------|
|                |                                                           |             |

## Attachment 9

### Catered Meal Service Deficiency Report



- A deficiency is a specific instance of non-compliance with the terms and conditions of the catering contract.
- The Catered Meal Service Deficiency Report may be used as written documentation of a deficiency.
- Deficiency Reports addressing food delivered out of temperature, food containing foreign objects, or food regarded as spoiled or unwholesome must be sent to the CCFP office within 24 hours of incident.

#### Child Care Center Information

Center Name:

Address of Delivery:

Sponsor Name (If applicable):

Date of Report:

Date of Incident:

Caterer Name:

#### Please check the deficiency that applies to the report

- ☐ Food not delivered on time. Requested Time: : am Delivery Time: : am
- ☐ Hot food delivered below 135 °F. Item: Temperature: °F
- ☐ Cold food delivered above 41 °F. Item: Temperature: °F
- ☐ Delivery does not include all meal components. Missing:
- ☐ Delivery does not include the quantity ordered. Missing:
- ☐ Delivery does not include the supplies requested. Missing:
- ☐ Delivered food that is spoiled or unwholesome.
- ☐ Other deficiency.

Additional comments to explain the deficiency or additional deficient items:

Child Care Staff Name:

Date Sent to Caterer:

#### Caterer Response

Caterer Signature:

Date Sent to Child Care Center:

\*Provide copy to Sponsor if applicable.

## Attachment 10

### **Catered Meal Order Change Form**

When making changes to the number of catered meals ordered, the Institution or Facility must complete the Catered Meal Change Form and fax or scan and email to the Caterer by 5:00 p.m. two days prior to delivery. The Caterer will confirm the requested change(s) with a return fax or email to the Institution or Facility within twenty-four hours of receipt. **Please note: This form is to be used for changing the number of meals ordered only. Meal type must be based on the initial or original contract Price Schedule.**

Institution Name: \_\_\_\_\_ (CCFP Authorization No.)

Child Care Facility Name: \_\_\_\_\_

Child Care Facility Address: \_\_\_\_\_

Caterer Name: \_\_\_\_\_ (Fax No./E-mail)

Authorized Institution Representative: \_\_\_\_\_  
(Signature) (Date)

| <b>Meal Type</b>            | <b>Current Total<br/>No. of Meals<br/>Ordered per<br/>Day</b> | <b>Change Total No.<br/>of Meals Ordered<br/>To:</b> | <b>Time Period<br/>(Please designate "until<br/>further notice" or with<br/>specific dates)</b> |
|-----------------------------|---------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Breakfast (Ages 1-5)        |                                                               |                                                      |                                                                                                 |
| Breakfast (Ages 6-18)       |                                                               |                                                      |                                                                                                 |
| Lunch (Ages 1-5)            |                                                               |                                                      |                                                                                                 |
| Lunch (Ages 6-18)           |                                                               |                                                      |                                                                                                 |
| Supper (Ages 1-5)           |                                                               |                                                      |                                                                                                 |
| Supper (Ages 6-18)          |                                                               |                                                      |                                                                                                 |
| Morning Snack (Ages 1-5)    |                                                               |                                                      |                                                                                                 |
| Morning Snack (Ages 6-18)   |                                                               |                                                      |                                                                                                 |
| Afternoon Snack (Ages 1-5)  |                                                               |                                                      |                                                                                                 |
| Afternoon Snack (Ages 6-18) |                                                               |                                                      |                                                                                                 |
| Evening Snack (Ages 1-5)    |                                                               |                                                      |                                                                                                 |
| Evening Snack (Ages 6-18)   |                                                               |                                                      |                                                                                                 |
| "Boxed" Lunches (Ages 1-5)  |                                                               |                                                      |                                                                                                 |
| "Boxed" Lunches (Ages 6-18) |                                                               |                                                      |                                                                                                 |

Maximum number of children age one (unflavored whole milk): \_\_\_\_\_

Maximum number of children age 6 and older (if requesting flavored milk): \_\_\_\_\_

Caterer received date: \_\_\_\_\_ Effective change date: \_\_\_\_\_

## Child Care Food Program (CCFP) STANDARD CATERING CONTRACT

**THIS CONTRACT** is entered into between \_\_\_\_\_ hereinafter referred to as "the Institution or Facility" and \_\_\_\_\_ hereinafter referred to as "the Caterer," and jointly referred to as "the Parties." This contract is for a single federal fiscal year (October 1, 2024 to September 30, 2025), subject to the availability of funds. This contract will start after it is executed by both parties and verification that all conditions precedent have been met. The Parties agree as follow:

### I. General Terms:

A. Authority: 7 C.F.R. § 226.6(i); sections 20.43 and 381.0011 Florida Statutes.

B. Definitions:

1. **Approved Food Sources**: Food purchased from a source that is under the regulatory authority of a state or federal agency.
2. **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.
3. **Bulk Food (Bulk)**: Ready-to-eat foods that will be portioned by Institution or Facility before serving.
4. **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.
5. **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.
6. **Child Nutrition (CN) Label**: A food product label that contains a statement and CN logo authorized by United States Department of Agriculture (USDA) Food and Nutrition Service to provide assurance that processed foods provide the stated contributions toward meal pattern requirements.
7. **Center**: A child care center, at-risk afterschool care center, an emergency shelter, or an outside-school-hours care center.
8. **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.

9. **Emergency:** Unplanned or unexpected situations which include but are not limited to hurricanes, tropical storms, or flooding, that prevent the Institution or Facility or Caterer from operating as planned.
10. **Facility:** A sponsored child care center.
11. **Federal Agency:** An agency as defined at 5 U.S.C. § 551(1), and further clarified by 5 U.S.C. § 552(f) to include military departments.
12. **Florida Department of Health (Department):** The principal administrative unit that protects and promotes the health of all residents and visitors in the state through organized state and community efforts, including cooperative agreements with counties.
13. **Food and Nutrition Service (FNS):** An office within the USDA that is responsible for national implementation and oversight of the CCFP.
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:** 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. For purposes of this contract, this means the Caterer.
16. **Highly Susceptible Population (HSP):** 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 Department of Business and Professional Regulations (DBPR) which regulates restaurants, most mobile food vehicles, and most public food service events; the 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 Department 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 meet the meal pattern and nutritional requirements set forth in this contract.
21. **Milk:** Pasteurized fluid types of unflavored or flavored whole milk, lowfat 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. **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, or baked potatoes), tofu, other soy-protein products, mushrooms, cut melon, or cut tomatoes.
  23. **Pre-assembled:** Food items 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. **Product Formulation Statement (PFS):** A signed statement on manufacturers' letterhead that demonstrates how the processed food contributes to the meal pattern.
  25. **Snack:** A meal supplement that meets the meal pattern requirements specified in 7 C.F.R. § 226.20(c)(3).
  26. **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 for-profit 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.
  27. **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.
  28. **Tofu:** A commercially prepared soy-bean derived food, made by a process in which soybeans are soaked, ground, mixed with water, heated, filtered, coagulated, and formed into cakes. Basic ingredients are whole soybeans, one or more food-grade coagulants (typically a salt or acid), and water.
  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.
  30. **Unitized Food:** Ready-to-eat, pre-portioned foods.
  31. **Whole Grains:** Foods that consist of intact, ground, cracked, or flaked grain seed whose principal anatomical components, specifically the starchy endosperm, germ, and bran, are present in the same relative proportions as they exist in the intact grain seed.
  32. **Yogurt:** Commercially coagulated milk products obtained by the fermentation of specific bacteria, that meet milk fat or milk solid requirements to which flavoring foods or ingredients may be added. These products are covered by the Food and Drug Administration's Standard of Identity for yogurt, lowfat yogurt, and nonfat yogurt, 21 C.F.R. § 131.200, 21 C.F.R. § 131.203, and 21 C.F.R. § 131.206, respectively.
- C. **Scope of Work:** The scope of this contract is to provide meals specified by the Institution or Facility and deliver the specified meals to the site or sites the Institution or Facility identifies in the Delivery Schedule (Attachment 6). Meals will be delivered as scheduled in accordance with all bid or quote specifications, addendums, and attachments regarding this contract.

D. Conditions Precedent:

1. The terms and conditions of this contract bear directly on the Institution's or Facility's successful participation in the CCFP. The Institution or Facility is not permitted to receive reimbursement for catered meals under this contract if any bids or quotes total \$50,000 or more, until the Department has granted final approval of all terms and conditions of this contract consistent with its authority prescribed by 7 C.F.R. § 226.21. Consideration for reimbursement will commence only after the date the Department grants final approval of all terms and conditions of this contract if totaling \$50,000 or more.
2. This contract will have no force or effect unless the Institution or Facility is approved to participate in the CCFP. The Institution's or Facility's continued participation in the CCFP is dependent on effective management and administration of the contract.
3. The delivery of catered meals will commence after the Institution or Facility has received the Department's approval, if any Caterer's quote or bid totals \$50,000 or more.
4. This contract will have no force or effect unless the Caterer is registered with the Department's Bureau of Child Care Food Programs in accordance with Florida Administrative Code Rule 64F-17.004, which, for purposes of this contract means the Caterer is listed on the Department's CCFP Caterer List, before the date of this contract execution, and the Caterer maintains all permits, inspections, and licenses in good standing throughout the term of the contract as required by the Licensing or Permitting Authority.
5. The Caterer will permit employees of the Institution or Facility, designated program officials of the Department, Licensing or Permitting Authority, and USDA access to inspect the Caterer's preparation site prior to the contract start date.
6. The Institution or Facility will notify the Caterer to commence meal delivery as specified herein.

II. **The Caterer's Responsibilities:**

A. Operations:

1. The Caterer shall operate in accordance with current CCFP regulations, as specified in 7 C.F.R. § 226.6(i).
2. The Caterer must maintain its proper license or permit and remain in good standing with the appropriate Licensing or Permitting Authority throughout the contract term.
3. Before entering a catering contract with a center that serves a HSP, a caterer licensed by the Department of Business and Professional Regulations must have a Level 3 Classification to serve a HSP as defined in the Food Code, as adopted by reference in Rule 61C-1.001, F.A.C.
4. The Caterer must notify the Department of any changes of its information within three business days from the date of such change.
5. A Caterer who has had their permit or license revoked or cancelled by the Licensing or Permitting Authority will be removed from the Department's CCFP Caterer List. The Caterer will need to reapply to the appropriate Licensing or Permitting Authority for reinstatement for the license or permit. The Caterer must reapply pursuant to Florida Rule of Administrative Code 64F-17.004 to be placed back on the Department's CCFP Caterer List.

B. Authority to Contract:

1. By execution of this contract the Caterer asserts that it:
  - a. Is authorized to enter into the contract
  - b. Is not suspended, debarred, or otherwise prohibited from entering into the contract under the terms of 2 C.F.R. §§ 180 and 200 – Appendix II(H) and
  - c. Will notify the Institution or Facility immediately if the Caterer or its principals are suspended, debarred, or otherwise prohibited from performing under this contract.

C. Supervision and Inspection Requirements:

1. Provide management supervision at all times, and maintain constant quality control inspections to check for portion size, quality of products, time and temperature, appearance, and packaging
2. Maintain a valid state or federal food service license or permit and
3. Submit copies of the applicable state or federal regulatory inspections and current license or permit to the Department, as may be requested.

D. Meal Requirements, Preparation, Packaging, and Delivery:

1. Meal Requirements:
  - a. The meals served under the contract shall conform to the cycle menus upon which the bid was based, and to menu changes agreed upon by the Institution or Facility and the Caterer.
  - b. If the Institution or Facility submits a Catered Meal Order Change Form (Attachment 10), confirm the requested changes with a return fax or email to the Institution or Facility within twenty-four hours of receipt of the Catered Meal Order Change Form.
  - c. All meals served under the CCFP will meet the requirements of 7 C.F.R. § 226.20.
  - d. All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the Department determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the Department may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the Department has evidence which indicates that this requirement is necessary to ensure compliance with 7 C.F.R. § 226.20.
  - e. Provide menu items that meet the nutritional requirements specified by the Child Care Food Program Meal Pattern for Children (Attachment 1) and the selected cycle menu of the Institution or Facility. When menu portion size exceeds minimum Meal Pattern Portions, the larger portion must be offered.
  - f. No unexpected changes or substitutions to the Cycle Menu (Attachment 2) will be made, except as follows:
    - 1) Any substitutions will be documented on the delivery ticket with an explanation of the circumstance resulting in the substitution.
    - 2) Substitutions must be agreed to in writing by the Parties prior to delivery.

- g. Provide foods that meet the Minimum Food Specifications (Attachment 3).
  - h. Foods used to prepare and deliver meals provided under the contract must be obtained from approved food sources.
  - i. All meal specifications under this contract will include, but are not limited to, cycle menu, grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time.
  - j. Provide the following documentation to the Institution or Facility for combination main dish food items at the date of the contract execution and when food products are changed:
    - 1) Child Nutrition (CN) Label
    - 2) Product Formulation Statement (PFS) or
    - 3) Standardized recipe
2. Meal Preparation Requirements:
- a. Prepare meals daily in accordance with all quotation or bid specifications and attachments regarding this contract. Serve meals in accordance with 7 C.F.R. § 226.6(i).
  - b. Prepare and deliver meals according to food safety and sanitation requirements of the applicable Licensing or Permitting Authority.
  - c. Ensure that all potentially hazardous food for this contract will be kept at safe temperatures, 41°F or below for all cold foods and 135°F or above for all hot foods, except during necessary periods of preparation.
  - d. Meals will not be assembled more than 24 hours prior to delivery.
  - e. Ensure meals for this contract are held and delivered at safe temperatures:
    - 1) All cold foods must be held at or below 41°F.
    - 2) All hot foods must be held at or above 135°F.
  - f. Date and hold a sample of each meal at a temperature of 41°F or below for a period of three days from the date and time of delivery of that same meal.
3. Meal Packaging Requirements:
- a. In accordance with the Meal Services to be Provided (Attachment 5), the Caterer will ensure that:
    - 1) Any product or substance that comes into contact with food, including but not limited to products used to package, contain, or serve food meets the federal food safety standards, including but not limited to 21 U.S.C. § 348(h)(6), and instructions or regulations issued by the United States Food and Drug Administration.
    - 2) All foods are packed suitably in accordance with local health standards. Thermal transport containers must have an airtight closure, be of non-toxic material, and be capable of maintaining internal temperatures of

cold food at 41°F or below and hot food at 135°F or above at the time of delivery. Pack cold and hot foods separately.

- 3) Containers must be closed and maintain an airtight closure or seal until opened at the Institution's or Facility's destination.
- 4) An adequate number of thermal transport containers are available for daily delivery to the Institution or Facility. Pick-up empty containers the next following delivery date. Caterers may collect empty containers on Friday afternoons or in the afternoon, the day before a holiday.

4. Meal Delivery Requirements:

- a. Meals shall be delivered according to the Delivery Schedule (Attachment 6).
- b. Accept delivery site additions and deletions upon written notice from the Institution or Facility at least seven calendar days prior to the date of delivery.
- c. Deliver and unload all food and dairy products at the specified time and location according to Meal Services to be Provided (Attachment 5) and Delivery Schedule (Attachment 6).
- d. Provide personnel to deliver meals according to the Delivery Schedule (Attachment 6).
- e. Deliver the food and dairy products in clean vehicles with adequate refrigeration and heating during the delivery of all food and dairy products to ensure the wholesomeness of the food and dairy products are in accordance with state and local health codes at delivery.
- f. Ensure meals for this contract are delivered at safe temperatures:
  - 1) All cold foods must be held and delivered at or below 41°F.
  - 2) All hot foods must be held and delivered at or above 135°F.
- g. Provide the exact number of meals ordered. Any damaged, spoiled, unwholesome, or incomplete meals will not be included when the Institution or Facility determines the number of meals delivered.
- h. Bulk canned fruit must be delivered in suitable food-grade storage containers with tight fitting lids.
- i. Inform the Institution or Facility in writing at least two weeks in advance of any non-emergency closure, including holidays.
- j. Inform the Institution or Facility immediately in writing of any emergency closure issued by the Licensing or Permitting Authority.
- k. Deliver the same day snack and next day breakfast at the specified delivery time for each meal service (lunch and supper) according to Delivery Schedule (Attachment 6), unless otherwise requested by the Institution or Facility.

5. Provide daily delivery tickets with meal delivery as specified.

- a. When delivering to an Institution or Facility, provide one copy of the delivery ticket to the Institution or Facility, and if the Facility is a sponsored Facility, provide a copy to the sponsor. Maintain a copy of the delivery ticket.

- b. All corrections to the delivery tickets made by the Parties must be initialed by both Parties.
  - c. Type or print delivery ticket in nonerasable ink on company letterhead.
  - d. Include the following on the delivery tickets:
    - 1) The Caterer's name and address
    - 2) The Caterer's production date, delivery date, and delivery time
    - 3) The name and address of Institution or Facility being delivered to
    - 4) An itemization to show the number of meals of each meal type, the individual meal components and food item, serving size and number of portions by age group (i.e.: ages 1-5 must receive portions based on meal pattern for ages 3-5) – portion size on delivery ticket must correspond to menu serving size
    - 5) Clearly identify serving sizes based on the meal component such as 4 oz milk (or 5 gallons of 1% milk provides 160 - 4 oz portions), 5 chicken nuggets, or ¼ cup broccoli
    - 6) When delivering milk in gallons, note the total number of gallons delivered
    - 7) Clearly print or type the name of the individual making the delivery, and the name of the Institution's or Facility's representative accepting delivery of the meals. Ensure the individual making the delivery, and the Institution's or Facility's representative accepting delivery of the meals clearly signs the delivery ticket
    - 8) Failure to include the above information may result in disallowance of meals delivered under this contract
6. Label each container (bulk and unitized meals). Include the following in the label:
- a. Caterer's name
  - b. Date of production
  - c. Food item, portion size, and number of portions by age group (i.e., ages 1-5 and 6-18; portions for ages 1-5 based on meal pattern portion sizes for ages 3-5) – portion size on labels must correspond to menu serving size
  - d. Serving size information by cups, ounces, and individual pieces
- E. Health Certification: Caterer shall have Federal, State, or local health certification for the plant in which it proposes to prepare meals for use in the CCFP, and it shall ensure that health and sanitation requirements are met at all times, as specified in 7 C.F.R. § 226.6(i)(3). In addition, the Department may require the Caterer to provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared. These bacteria levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the Institution or Facility and to the Department.
- F. Access to Caterer Site: Permit employees of the Institution or Facility, designated program officials of the Department, Licensing or Permitting Authority, and USDA access to:

1. Inspect the Caterer's preparation site prior to the delivery of catered meals and
2. To observe and be present during preparation and delivery of meals, without prior notice, at any time during the contract period.

G. Access to Records and Maintenance of Records:

1. 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.
2. 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).
3. 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.

H. Repayment for Disallowed Meals: The Caterer will reimburse the Institution or Facility for the contract amount for all claimed meals denied by the CCFP if:

1. The Institution or Facility provides the Caterer written notice within one year of the date of delivery of the denied meals and the CCFP formal denial of reimbursement and
2. The Caterer's failure to comply with the meal requirements of this contract will result in the CCFP denial of reimbursement.

I. Contract Insurance Requirement:

1. 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.
2. 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 or renewal is executed and within five business days of any change in insurance or terms of insurance.

### **III. The Institution or Facility's Responsibilities:**

#### **A. The Institution or Facility will ensure the following:**

1. Provide the Caterer with a list of the Department approved child care centers, day care homes, adult day care centers, and outside-school-hours care centers to be furnished meals by Caterer, and the number of meals, by type, to be delivered to each location.
2. Meals are delivered according to the Delivery Schedule (Attachment 6). Document the delivery time on the Delivery Schedule (Attachment 6). Ensure the specified delivery time is no earlier than three hours before the CCFP approved start time of each meal service (lunch and supper).
3. Notify the Caterer of changes in number of meals delivered as specified in the Price Schedule (Attachment 7) by documenting the changes in the Catered Meal Order Change Form (Attachment 10) and submitting the completed Catered Meal Order Change Form to the Caterer via fax or scan and email by 5:00 p.m., two days prior to delivery.
4. Inform the Caterer in writing at least two weeks in advance of any non-emergency closure, including holidays.
5. Ensure the meals delivered meet contract terms, conditions, and specifications, and are properly maintained and stored until served. Prior to signing a delivery ticket, the Institution or Facility staff will:
  - a. Verify the number of meals delivered and menu items. Any damaged or incomplete meals will not be accepted and will not be included when the number of delivered meals is determined.
  - b. Verify cold foods are delivered at or below 41°F. Any cold foods delivered at or above 42°F will not be accepted.
  - c. Verify hot foods are delivered at or above 135°F. Any hot foods delivered at or below 134°F will not be accepted.
  - d. Verify meals are delivered no earlier than specified delivery time and no later than start time of requested meal service.
6. Reject the entire meal type if deficient according to the terms and conditions of the contract. Deficiencies will include but are not limited to cold foods delivered at or above 42°F, hot foods delivered at or below 134°F, meal missing menu item, meal not the contracted menu, spoiled menu item, or meal contains unauthorized menu substitutions.
7. Complete the Catered Meal Service Deficiency Report (Attachment 9) and send it to the Caterer if there is a deficiency. If the deficiency involves Potentially Hazardous Food delivered out of temperature (i.e., hot food delivered at or below 134°F and cold food delivered at or above 42°F), food containing foreign objects, or food that is spoiled or unwholesome, submit a copy of the completed Catered Meal Service Deficiency Report (Attachment 9) to the Department within twenty-four hours. If the site is under a sponsor, immediately provide a copy of the completed Catered Meal Service Deficiency Report (Attachment 9) to the sponsor.

8. Follow food safety and sanitation requirements of the Licensing or Permitting Authority or local county health department's Environmental Health Program. Complete Food Acceptance Log (Attachment 11).

**IV. Contract Price Terms, Payment, and Termination for Failure to Make Payment:**

**A. Prices, Taxes, and Cash Discount:**

1. All prices are fixed for the duration of the contract period.
2. The contract price will include:
  - a. Price of food, milk, disposable meal service products, packaging
  - b. Transportation and
  - c. All other related costs (e.g., condiments, utensils, etc.).
3. The contract price does not include, and the Caterer is not authorized to charge, costs for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period.
4. Any applicable taxes are in addition to the quotation and are not included therein.
5. Cash discounts for prompt payment will not be considered in determining the lowest net cost for contract evaluation purposes.

**B. Invoicing and Payment:**

1. Caterer must submit itemized invoices and delivery reports to the Institution or Facility biweekly or monthly. If the Institution is a sponsor of child care centers, the Caterer will also provide a biweekly or monthly statement to each child care center to which it delivers meals that specifies the number of meals provided to the center, the unit price for each meal, and the amount paid by the sponsor on the center's behalf.
2. The Institution or Facility will pay the Caterer the unit price specified in the Price Schedule (Attachment 7) multiplied by the number of meals provided as specified in the invoice. The Institution or Facility will pay according to the timeframe noted below, regardless of whether the CCFP reimbursement has been received:
  - a. No later than 41 days from its receipt of the invoice from the Caterer unless the invoice provides otherwise or
  - b. Five days after receiving CCFP reimbursement, whichever occurs sooner.
3. The Caterer may seek the following late fees from the Institution or Facility for late payment of invoices. Late fees must not be paid from CCFP funds.

| Time Period from invoice receipt date | Maximum late fee                                                                     | Late fees |
|---------------------------------------|--------------------------------------------------------------------------------------|-----------|
| 42 to 52 days                         | Two percent of the invoice or \$200 whichever amount is greater                      | 1st fee   |
| 53 to 62 days                         | 1st fee plus two percent of the invoice or \$200 whichever amount is greater         | 2nd fee   |
| 63 to 72 days                         | 1st and 2nd fee plus two percent of the invoice or \$200 whichever amount is greater | 3rd fee   |

|               |                                                                                            |         |
|---------------|--------------------------------------------------------------------------------------------|---------|
| 73 to 82 days | 1st, 2nd, and 3rd fee plus two percent of the invoice or \$200 whichever amount is greater | 4th fee |
|---------------|--------------------------------------------------------------------------------------------|---------|

C. Non-payment for Meal Deficiencies:

1. The Caterer shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract.
2. Any payment denial will be supported by delivery documentation demonstrating deviation from the requirements of this contract.

D. The Caterer may use the following delinquent payment notification procedures to preserve its right to demand payment for catering services:

1. For invoices not paid within 42 days after the Institution or Facility received the invoice the Caterer will send the Institution or Facility a notice letter by certified mail, return receipt (or the equivalent private delivery service) or by email with a copy of the original invoice attached within 42 days after the Institution or Facility received the invoice or five days after the Institution or Facility receives CCFP reimbursement, whichever occurs first. The Caterer will also provide a copy of the notice letter to the CCFP.
2. The Caterer may suspend service or terminate its contract with the Institution or Facility if the Institution or Facility has failed to make full and complete payment for any invoice 42 days or more after that invoice is due and owing. The Caterer's failure to terminate its contract will not waive the Caterer's right to seek payment under Florida law.

V. **Miscellaneous:**

A. Amendments: No amendments to this contract will be enforced unless and until such amendments are:

1. In writing
2. Agreed to and signed by each party and
3. Approved by the Department.

B. Emergency Circumstances:

1. Generally:
  - a. CCFP will not reimburse for meals which are not served to enrolled children, regardless of the reason for the failure to serve the meal.
  - b. In the event of an emergency, each party will act in good faith to keep the other party informed of its ability to perform the conditions of this contract.
  - c. Both parties must coordinate any changes in menu prior to meal delivery.
2. Institution or Facility's responsibilities during emergency closure:
  - a. Notify the Caterer at the earliest time feasible prior to meal delivery if a child care center will be closed for any reason and provide the following information in the notification:
    - 1) Beginning date of closure
    - 2) Anticipated duration of closure (if known)

- 3) Contact information of child care Institution or Facility manager and
  - 4) Factors used to determine closure (e.g., it will close if school districts close or government offices close).
- b. If the Institution or Facility is required to close due to an emergency, the Institution or Facility will be required to pay for all food previously delivered prior to the closure.
  - c. If the Institution or Facility does not provide the Caterer reasonable notice of its closure it will be responsible for the payment of meals the Caterer attempted to deliver during regularly scheduled times.
  - d. Any necessary changes to the method of meal service (e.g.: changing from bulk to unitized meals) and any change in price from the contracted Attachment 7 Price Schedule must be agreed upon with the Caterer before delivery commences.
  - e. Document any disruption or alteration of service. Maintain a copy of the documentation throughout the contract term and submit a copy to the Department within 24 to 48 hours of the disruption or alteration of service.
3. Caterer's responsibilities during emergency closure:
    - a. Notify the Institution or Facility (both organizations if the Facility is a sponsored site) at the earliest time feasible prior to meal delivery if the Caterer will be closed for any reason and provide the following information in the notification:
      - 1) Beginning date of closure
      - 2) Anticipated duration of closure, if known
      - 3) Contact information of Caterer representative and
      - 4) Factors used to determine closure (e.g.: it will close if school districts close or government offices close).
  4. If both parties cannot agree to continue their duties under this Contract due to emergency circumstances, the Institution or Facility may provide meals to enrolled children using a method of meal service that is allowed by the Institution or Facility's food service inspection authority.
  5. If both parties cannot agree to continue under this Contract due to emergency circumstances, but plan on continuing their duties under this contract once the emergency has ended, the parties may temporarily suspend services and the Institution or Facility may enter into a temporary agreement, using the Department's temporary agreement form, with another Caterer as follows:
    - a. The parties must execute a written agreement to suspend services. This agreement must include the reason for the suspension of services, the date the suspension of services is to begin, and an anticipated date to resume services. The Institution or Facility must send the Department a copy of this executed agreement within 24 to 48 hours of its execution.
    - b. The Institution or Facility may enter into a temporary agreement, using the Department's temporary agreement form, with another Caterer that furnished a bid or quote when this Contract was initially procured or if another Caterer that

previously furnished a bid or quote is unavailable, the Institution or Facility may enter into a temporary agreement, using the Department's temporary agreement form, with any other Caterer on the Department's CCFP Caterer List. The term for the temporary agreement must not exceed the term of the original agreement and the temporary agreement is not eligible for renewal.

- c. The Institution or Facility is not permitted to receive reimbursement for catered meals under a temporary agreement if totaling \$50,000 or more, until the Department has granted final approval of all terms and conditions of the temporary agreement consistent with its authority prescribed by 7 C.F.R. § 226.21.
- d. The Institution or Facility must contact the Department in writing to inform the Department of the termination of the temporary agreement and resumption of services with the original Caterer within 24 to 48 hours of the termination of the temporary agreement.

C. Renewal:

- 1. The Institution or Facility reserves the option to renew the contract for no more than four additional one-year periods beyond the original contract term.
- 2. Renewal requires the execution of the appropriate 2024-2025 catering contract and renewal signature page for the upcoming Federal Fiscal Year beginning October 1, 2024. Any changes in terms and conditions require approval by the Department.
- 3. Contract renewal is not mandatory for the Institution or Facility, or the Caterer. Renewal of the contract will be completed by mutual agreement, in writing, and will not take effect until an authorized representative of both parties have signed the contract. This must take place before the end of the contract year September 30, 2024. An expired contract cannot be renewed.
- 4. Negotiation of price changes pertaining to the unit price will be allowed for the year of the contract renewal.
- 5. The annual percentage increase will be adjusted upon notice from the USDA, based upon the annual adjustment to the national average payment rate (reimbursement rate) for meals and snacks served in participating Institutions and Facilities.
- 6. No price increase under this or any renewed contract will take effect without prior written consent signed by both Parties.

D. Assignment and Subcontracting:

- 1. The obligations of this contract cannot be assigned.
- 2. The Caterer must not subcontract for the total meal, with or without milk, or for the assembly of the meal.

E. Termination:

- 1. Termination at Will: This contract may be canceled by either Party upon no less than 30 days' written notice, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notification must be delivered by certified mail, return receipt (or the equivalent private delivery service), by email, or in person with proof of delivery.
- 2. Termination for Cause:

- a. Either Party may terminate this contract if the other Party fails to comply with the requirements of this contract. Upon election of its right to terminate the contract, the Party seeking to terminate this contract must send written notice twenty-four hours in advance, delivered by certified mail, return receipt (or the equivalent private delivery service), by email, or in person with proof of delivery, stating the specific instance(s) of non-compliance with the terms of this contract.
  - b. The Caterer may terminate this contract for the Institution or Facility's failure to pay for catering services as follows:
    - 1) The Caterer may terminate this contract for nonpayment if the Institution or Facility has failed to make full payment for any invoice 42 or more days after that invoice is due. Any claim the Caterer asserts for nonpayment must be supported by all delivery records, invoices, and a copy of the Institution's or Facility's account payment history.
    - 2) The Caterer will retain the right under Florida law to seek payment for all services delivered under this contract.
  - c. Either party may terminate this contract if the Institution or Facility is not approved by the Department to participate in the CCFP, the Institution or Facility is terminated or suspended by the Department from the CCFP, or the Institution's or Facility's funding sources (such as participant payment, charity, and similar fund-raising activity) fail to provide sufficient resource to continue the Institution's or Facility's operation, or the Institution or Facility is disqualified from participation in the CCFP. The Institution or Facility will be responsible for meals that have been delivered to its institution or facility.
  - d. Either party may terminate this contract if the Caterer is suspended, debarred, or otherwise prohibited from accepting government contracts or government funding pursuant to 2 C.F.R. § 180, 2 C.F.R. § 200.13, and Appendix II to 2 C.F.R. § 200(H).
3. Notice of Termination of Contract: The Institution or Facility must notify the Department by email, at [CateringContractInbox@flhealth.gov](mailto:CateringContractInbox@flhealth.gov) of contract termination within 24 to 48 hours of sending or receiving a notice of termination.

F. Mediation:

1. The parties to the contract will attempt to resolve disputes under this contract through mutually agreed mediation.
2. Should mediation fail, disputes will be resolved under the laws of Florida.
3. 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 Department for reimbursement under the terms of this contract.

G. Business and Professional Qualifications: The Caterer must maintain their licensure with the applicable Licensing or Permitting Authority throughout the contract term. The Caterer's food service establishment must be licensed, permitted, and inspected as required by:

1. Chapter 509, Florida Statutes, if the Caterer is regulated by DBPR

2. Section 381.0072, Florida Statutes, if the Caterer is regulated by the Department's Bureau of Environmental Health or
  3. Chapter 500, Florida Statutes, if the Caterer is regulated by Florida Department of Agriculture and Consumer Services.
- H. Independent Capacity of Parties: In the performance of this contract, each Party is an independent party to this contract. Each Party is responsible for its responsive obligations under this contract. Each Party's officers, agents, or employees in performance of this contract will act in an independent capacity and not as an officer, employee, or agent of the Department.
- I. Conflict of Interest:
1. Each party will be responsible for disclosing any conflict of interest that exists in the execution and administration of this contract.
  2. Both Parties are required to complete the Conflict of Interest Questionnaire (Attachment 8). These records will be maintained in the Institution's or Facility's contract file and will be subject to review during CCFP site visits for the purpose of confirming that any conflict of interest has been disclosed.
- J. Governing Law: This contract will be enforceable, construed, and governed by federal and Florida law. Parties will be required to comply with all applicable federal and state laws, rules, and regulations regarding the execution and enforcement of this contract and its use in the CCFP.

**VI. Special Provisions:**

- A. The Department may notify the appropriate Licensing or Permitting Authority of any health or safety violations that impact the Party's responsibilities under this contract.
- B. Waiver: No Party will be deemed to have waived a right, power, or privilege provided for hereunder, unless such waiver is made in writing, and signed by the Party against whom such waiver is sought.
- C. Energy Policy and Conservation Act (P.L. 94-163): Parties to this contract must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy efficiency conservation plan issued in compliance with P.L. 94-163.
- D. Buy American Requirement:
1. Parties to this contract must comply with P.L. 105-336 to the maximum extent practicable to purchase food products that are produced in the United States.
  2. The Parties are permitted exceptions to the "Buy American" requirement under the following conditions:
    - a. Products required for the preparation of catered meals are not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality or
    - b. The cost of the domestically produced food product that would be used in a catered meal is significantly higher than that of the foreign product.
- E. Geographic Preference: The Institution or Facility may apply a geographic preference when procuring catered meal service to include unprocessed locally grown or locally raised agricultural products.

- F. Minority Participation: The Institution or Facility will take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible. Affirmative steps will include the following:
1. Including qualified small businesses, minority-owned businesses, and women's business enterprises on solicitation lists.
  2. Assuring that small businesses, minority-owned businesses, and women's businesses are solicited whenever they are potential sources.
  3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small business, minority-owned business, and women's business participation.
  4. Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses, and women's businesses.
  5. Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.
- G. Equal Employment Opportunity: Parties to this contract must comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, and further amended by Executive Order 11478. "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".
- H. Cost of Contract Preparation: The Caterer, by its affirmative act of providing a quotation or bid for this contract, acknowledges that the Caterer is solely responsible for any costs the Caterer incurred in responding to this contract.
- I. Clean Air and Federal Water Pollution Control Act: Contracts in excess of \$150,000 must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations will be reported to the Department and the Regional Office of the Environmental Protection Agency (EPA). Failure to comply constitutes an inability to fulfill the terms of the contract.
- J. Byrd Anti-Lobbying Amendment: Contracts in excess of \$100,000 must include certification from the Caterer that they will not and have not used CCFP (Federal appropriated) funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with this contract pursuant to Title 31 United States Code §1352.
- K. Pro-Children Act of 1994: The Caterer and Institution or Facility must comply with the Pro-Children Act of 1994, 20 U.S.C. §§6081-8084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including day care, early childhood development, or education on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

- L. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708): Contracts in excess of \$100,000 must comply with all applicable standards, orders or regulations issued pursuant to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations 29 C.F.R. § 5.
- M. Debarment and Suspension (Executive Orders 12549 and 12689): Contracts must not be made to parties listed on the government wide exclusions in the System for Award management (SAM), in accordance with 2 C.F.R. § 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded from receiving federal contracts and subcontracts.
- N. Children with Disabilities: 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 must be supported by a statement of the need for substitutes that includes the recommended alternate foods. The Institution or Facility must maintain adequate documentation, such as a medical statement for the meal substitutions, and ensure it is on file throughout the contract term. The Institution or Facility must ensure 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 in advance to the price in writing.
- O. E-Verify Registration: The Institution or Facility will use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all persons employed during the contract term by the Institution or Facility to perform employment duties within Florida.
- P. Employment of Unauthorized Aliens: The employment of unauthorized aliens by the Caterer or the Institution or Facility is considered a violation of Section 274A (e) of the Immigration and Nationality Act, 8 U.S.C. § 1324(a) (2006). A Caterer or Institution or Facility who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of contract.
- Q. Severability Clause: If any provision(s) of this contract is held to be invalid under any applicable statute or rule of law, such provision, or portion thereof, is to that extent deemed to be omitted and the remaining provisions of this contract shall remain in full force and effect.
- R. Assurance of Civil Rights Compliance: The Institution/Facility and Caterer hereby agrees that it will comply with:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.)
  - ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)
  - iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
  - iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
  - v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189)
  - vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000)
  - vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.)
  - viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3)

- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, 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).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Institution/Facility and Caterer agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the Institution/Facility and Caterer, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Institution/Facility and Caterer.

☐ MARK HERE IF THIS CONTRACT IS AN INITIAL (FIRST YEAR OF) CONTRACT

☐ MARK HERE IF THIS CONTRACT IS A FIRST YEAR RENEWAL

☐ MARK HERE IF THIS CONTRACT IS A SECOND YEAR RENEWAL

☐ MARK HERE IF THIS CONTRACT IS A THIRD YEAR RENEWAL

☐ MARK HERE IF THIS CONTRACT IS A FOURTH YEAR RENEWAL

Only one option listed above may be checked.

---

**FOR CATERER:**

\_\_\_\_\_  
*Original Signature of Authorized Caterer  
Representative and Accepting Responsibility in  
the name of the Caterer*

\_\_\_\_\_  
*Printed Name of Authorized Caterer  
Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Dated*

\_\_\_\_\_  
*Company Name*

---

**FOR INSTITUTION OR FACILITY:**

\_\_\_\_\_  
*Original Signature of Authorized Institution/Facility  
Representative and Accepting Responsibility in  
the name of the Institution/Facility*

\_\_\_\_\_  
*Printed Name of Authorized Institution/Facility  
Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Dated*

\_\_\_\_\_  
*Organization Name and CCFP Authorization No.*

---

# Meal Pattern for Children

*Ages 1 - 18*

## BREAKFAST

3 required meal components

Milk

1-2

3-5

6-18

|                                                                                                                                                       |      |      |      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------|
| <b>fluid milk</b><br><b>1 year olds: unflavored whole milk</b><br><b>2-5: unflavored 1% or skim</b><br><b>6-18: unflavored or flavored 1% or skim</b> | 4 oz | 6 oz | 8 oz |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------|

## Vegetables/Fruits

|                                                                                |         |         |         |
|--------------------------------------------------------------------------------|---------|---------|---------|
| vegetables, fruits, or portions of both<br>(juice may only be served once/day) | 1/4 cup | 1/2 cup | 1/2 cup |
|--------------------------------------------------------------------------------|---------|---------|---------|

## Grains

|                                       |           |           |           |
|---------------------------------------|-----------|-----------|-----------|
| bread, biscuit, muffin                | 1/2 oz eq | 1/2 oz eq | 1 oz eq   |
| cereal, cooked                        | 1/4 cup   | 1/4 cup   | 1/2 cup   |
| cereal, dry: <i>granola</i>           | 1/8 cup   | 1/8 cup   | 1/4 cup   |
| *cereal, dry: <i>flakes or rounds</i> | 1/2 cup   | 1/2 cup   | 1 cup     |
| *cereal, dry: <i>puffed</i>           | 3/4 cup   | 3/4 cup   | 1 1/4 cup |

\*Starting October 1, 2025, breakfast cereals must contain no more than 6 grams *added sugars* per dry ounce

## Meat/Meat Alt. *optional*

|                                            |         |         |         |
|--------------------------------------------|---------|---------|---------|
| lean meat, poultry, or fish                | 1/2 oz  | 1/2 oz  | 1 oz    |
| cheese (natural/processed)                 | 1/2 oz  | 1/2 oz  | 1 oz    |
| cottage cheese, cheese food, cheese spread | 1 oz    | 1 oz    | 2 oz    |
| egg, whole                                 | 1/4 egg | 1/4 egg | 1/2 egg |
| *yogurt                                    | 1/4 cup | 1/4 cup | 1/2 cup |
| nut/seed butter                            | 1 Tbsp  | 1 Tbsp  | 2 Tbsp  |

\*Starting October 1, 2025, yogurt must contain no more than 12 grams *added sugars* per 6 ounces.

conversions:

1/2 c = 4 oz    1 pint = 2 c  
 3/4 c = 6 oz    1 quart = 2 pints = 4 c  
 1 c = 8 oz    1 gallon = 4 quarts = 16 c

Please note, portions listed are minimums.  
 Serving larger portions is encouraged, especially to older children and those  
 that ask for more.

# Meal Pattern for Children

*Ages 1 - 18*

## LUNCH & SUPPER

5 required meal components

### Milk

1-2

3-5

6-18

| fluid milk                              |      |      |      |
|-----------------------------------------|------|------|------|
| 1 year olds: unflavored whole milk      | 4 oz | 6 oz | 8 oz |
| 2-5: unflavored 1% or skim              |      |      |      |
| 6-18: unflavored or flavored 1% or skim |      |      |      |

### Vegetables

| vegetables<br>(juice may only be served once/day) | 1/8 cup | 1/4 cup | 1/2 cup |
|---------------------------------------------------|---------|---------|---------|
|---------------------------------------------------|---------|---------|---------|

### Fruits

| fruits<br>(juice may be served once/day;<br>a 2nd vegetable may be served in place of fruit) | 1/8 cup | 1/4 cup | 1/4 cup |
|----------------------------------------------------------------------------------------------|---------|---------|---------|
|----------------------------------------------------------------------------------------------|---------|---------|---------|

### Grains

| bread, biscuit, roll, bun, tortilla, crackers | 1/2 oz eq | 1/2 oz eq | 1 oz eq |
|-----------------------------------------------|-----------|-----------|---------|
| pasta, rice, grits                            | 1/4 cup   | 1/4 cup   | 1/2 cup |

### Meat/Meat Alt.

|                                            |         |          |         |
|--------------------------------------------|---------|----------|---------|
| lean meat, poultry, or fish                | 1 oz    | 1 1/2 oz | 2 oz    |
| cheese (natural/processed)                 | 1 oz    | 1 1/2 oz | 2 oz    |
| cottage cheese, cheese food, cheese spread | 2 oz    | 3 oz     | 4 oz    |
| beans, peas and lentils                    | 1/4 cup | 3/8 cup  | 1/2 cup |
| egg, whole                                 | 1/2 egg | 3/4 egg  | 1 egg   |
| *yogurt                                    | 1/2 cup | 3/4 cup  | 1 cup   |
| nut/seed butter                            | 2 Tbsp  | 3 Tbsp   | 4 Tbsp  |
| nuts and seeds                             | 1/2 oz  | 3/4 oz   | 1 oz    |

\*Starting October 1, 2025, yogurt must contain no more than 12 grams of *added sugars* per 6 ounces.

1/2 c = 4 oz    1 pint = 2 c  
3/4 c = 6 oz    1 quart = 2 pints = 4 c  
1 c = 8 oz    1 gallon = 4 quarts = 16 c

Please note, portions listed are minimums.  
Serving larger portions is encouraged, especially to older children and those  
that ask for more.

# Meal Pattern for Children

*Ages 1 - 18*

## SNACK

2 required meal components  
only 1 may be a beverage

### Milk

1-2

3-5

6-18

| fluid milk                              |      |      |      |
|-----------------------------------------|------|------|------|
| 1 year olds: unflavored whole milk      | 4 oz | 4 oz | 8 oz |
| 2-5: unflavored 1% or skim              |      |      |      |
| 6-18: unflavored or flavored 1% or skim |      |      |      |

### Vegetables

| vegetables<br>(juice may only be served once/day) | 1/2 cup | 1/2 cup | 3/4 cup |
|---------------------------------------------------|---------|---------|---------|
|---------------------------------------------------|---------|---------|---------|

### Fruits

| fruits<br>(juice may be served once/day) | 1/2 cup | 1/2 cup | 3/4 cup |
|------------------------------------------|---------|---------|---------|
|------------------------------------------|---------|---------|---------|

### Grains

|                                               |           |           |           |
|-----------------------------------------------|-----------|-----------|-----------|
| bread, biscuit, roll, bun, tortilla, crackers | 1/2 oz eq | 1/2 oz eq | 1 oz eq   |
| pasta, rice, grits                            | 1/4 cup   | 1/4 cup   | 1/2 cup   |
| *cereal, dry: granola                         | 1/8 cup   | 1/8 cup   | 1/4 cup   |
| *cereal, dry: flakes or rounds                | 1/2 cup   | 1/2 cup   | 1 cup     |
| *cereal, dry: puffed                          | 3/4 cup   | 3/4 cup   | 1 1/4 cup |

\*Starting October 1, 2025, breakfast cereals must contain no more than 6 grams *added sugars* per dry ounce

### Meat/Meat Alt.

|                                            |         |         |         |
|--------------------------------------------|---------|---------|---------|
| lean meat, poultry, or fish                | 1/2 oz  | 1/2 oz  | 1 oz    |
| cheese (natural/processed)                 | 1/2 oz  | 1/2 oz  | 1 oz    |
| cottage cheese, cheese food, cheese spread | 1 oz    | 1 oz    | 2 oz    |
| beans, peas and lentils                    | 1/8 cup | 1/8 cup | 1/4 cup |
| egg, whole                                 | 1/2 egg | 1/2 egg | 1/2 egg |
| *yogurt                                    | 1/4 cup | 1/4 cup | 1/2 cup |
| nut/seed butter                            | 1 Tbsp  | 1 Tbsp  | 2 Tbsp  |
| nuts and seeds                             | 1/2 oz  | 1/2 oz  | 1 oz    |

\*Starting October 1, 2025, yogurt must contain no more than 12 grams of *added sugars* per 6 ounces.

conversions:

1/2 c = 4 oz    1 pint = 2 c  
3/4 c = 6 oz    1 quart = 2 pints = 4 c  
1 c = 8 oz    1 gallon = 4 quarts = 16 c

CCFP Standard Catering Contract FFY 2024-2025

A-3

Please note, portions listed are minimums.

Serving larger portions is encouraged, especially to older children and those that ask for more.

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Exhibit 1

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# Meal Pattern for Children

## Important Reminders

### Milk

- Children age one (after first birthday and prior to second), must receive unflavored whole milk.
- Children ages 2 - 5 must receive unflavored 1% (lowfat) or fat-free (skim).
- Children ages 6 and older must receive unflavored or flavored 1% or fat-free.
- Children 12 - 13 months may continue to receive infant formula as they transition to unflavored whole milk.
- Breastmilk is creditable for children of any age.
- Children 24 - 25 months may receive whole or 2% milk as they transition to 1% or fat-free.
- The type(s) of milk served must be noted on the menu (fat content and unflavored or flavored).
- Refer to the *Milk Substitutes & Creditable Milks* list for creditable non-dairy substitutes.

### Fruits & Vegetables

- Vegetable or fruit juice must be full-strength, pasteurized, and 100% juice.
- Juice may not be served more than once per day.
- One cup of raw, leafy greens credits as 1/2 cup vegetable.
- 1/4 cup dried fruit, such as raisins, credits as 1/2 cup fruit.
- Lunch and supper must contain at least one vegetable and one fruit. A second, different vegetable may be served in place of fruit.

### Grains

- All grains must be whole, enriched, or whole grain-rich.
- Pre-packaged grains must have enriched flour or meal or whole grains as the first ingredient (or 2nd after water). Sugar must not be the first ingredient.
- At least one serving of grains per day must be whole grain-rich and it must be noted on the menu (e.g. "WGR graham crackers"). 100% whole grain strongly encouraged.
- Corn masa and masa harina are considered whole grain-rich.
- Corn flour, corn meal, and other corn products must clearly state they are whole or enriched to be creditable as a grain. In order to be considered whole grain-rich, they must be whole or treated with lime (nixtamalized).
- Grain based-desserts such as cookies, donuts, granola/grain bars are not creditable.
- Cereals must have no more than \*6 g sugar/dry ounce. See the *Florida WIC Approved Cereal List* (additional cereals not listed here may be creditable, also).

### Meat/Meat Alt.

- Commercially processed combination foods such as breaded chicken, pizza, and lasagna must have a CN Label or Product Formulation Statement identifying the meal pattern contribution.
- Meat/meat alternates are not required at breakfast but may be served as an extra or in place of the entire grains component no more than 3 times/week.
- Yogurt must have no more than \*\*23 g sugar/ 6 oz.
- A serving of nuts or seeds may credit as 100% of the meat alternate meal component.
- A serving of cooked beans, peas or lentils may credit as either a meat alternate or vegetable.

\*Starting October 1, 2025, breakfast cereals must contain no more than 6 grams *added sugars* per dry ounce

\*\*Starting October 1, 2025, yogurt must contain no more than 12 grams *added sugars* per 6 ounces.



## Attachment 2

### **Cycle Menu**

**Please remove this page and insert your Cycle Menu(s) of choice:**

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

### Attachment 3

#### Minimum Food Specifications, Exhibit A – Grains Requirement, and FL WIC Approved Cereal List

| <b>Milk</b>                                            | <p>Must meet State and local standards for fluid milk. Must be pasteurized whole, or lowfat, or fat free, or cultured buttermilk. Must contain vitamins A and D at levels specified by the Food and Drug Administration.</p> <p><b>Note:</b> Milk must be served with each breakfast, lunch and supper meal. Children one year of age must be served unflavored whole milk. Children two through five years old must be served either unflavored lowfat (1 percent) or unflavored fat-free (skim) milk. Children six years old and older must be served unflavored or flavored lowfat (1 percent) or fat-free (skim) milk.</p> |                                             |                                                                                                                                                                                                         |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Vegetables</b>                                      | <b>Canned</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Frozen</b>                               | <b>Fresh</b>                                                                                                                                                                                            |
| <b>Bean, Dip (Variety – including hummus, flavors)</b> | Prepared, ready-to-eat, must be from a USDA or FDA inspected plant.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                             | Prepared, ready-to-eat, must be from a USDA or FDA inspected plant.                                                                                                                                     |
| <b>Beans, Baked</b>                                    | Beans, baked, sauce containing brown sugar, ketchup and mustard sauce. U.S. Grade A or Fancy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                             |                                                                                                                                                                                                         |
| <b>Beans, Black</b>                                    | U.S. Grade A or Fancy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |                                                                                                                                                                                                         |
| <b>Beans, Green</b>                                    | Cut, 1 ½", 4 sieve, U.S. Grade A or Fancy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | U.S. Grade A or Fancy                       | U.S. No. 1                                                                                                                                                                                              |
| <b>Beans, Lima, Baby</b>                               | U.S. Grade A or Fancy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | U.S. Grade A or Fancy                       | U.S. No. 1                                                                                                                                                                                              |
| <b>Beans, Refried</b>                                  | Must be from a USDA or FDA inspected plant, smooth paste or paste with whole and partial bean pieces, plain with vegetable oil – no lard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                             |                                                                                                                                                                                                         |
| <b>Beans, Red</b>                                      | Dark or light red, U.S. Grade A or Fancy, water packed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             |                                                                                                                                                                                                         |
| <b>Broccoli</b>                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Cut, U.S. Grade A or Fancy                  | U.S. No. 1                                                                                                                                                                                              |
| <b>Broccoli and Cauliflower</b>                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | U.S. Grade A, 50% Broccoli, 50% Cauliflower | U.S. No. 1                                                                                                                                                                                              |
| <b>Broccoli, Ready-to-use</b>                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             | <u>Florets</u> – 1" to 2 ¾" by 1 to 1 ½", U.S. No. 1, USDA, QTV                                                                                                                                         |
| <b>Carrots</b>                                         | Sliced or diced U.S. Grade A, Fancy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Sliced or diced U.S. Grade A                | Whole, U.S. No. 1                                                                                                                                                                                       |
| <b>Carrots, Ready-to-use</b>                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             | <u>Baby-cut</u> – 2" by 3/8" to 11/16", U.S. No. 1, from USDA inspected plant.<br><br><u>Sticks</u> – 3 ¾" to 4" by ¼" to ½", U.S. No. 1, from USDA inspected plant.                                    |
| <b>Carrot, Pineapple &amp; Raisin Salad</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             | <u>Prepared salad pack</u> – Must be from a USDA inspected plant.                                                                                                                                       |
| <b>Cabbage</b>                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             | U.S. No.1                                                                                                                                                                                               |
| <b>Cabbage, Ready-to-use</b>                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             | <u>Shredded</u> – Green, 1/16", U.S. No. 1, from USDA inspected plant.<br><br><u>Salad mix</u> – Shredded green cabbage, shredded red cabbage and carrots mixed, U.S. No. 1, from USDA inspected plant. |
| <b>Cauliflower, Ready-to-use</b>                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             | <u>Florets</u> – 1" to 2 ½" by 1" to 1 ½", U.S. No. 1, USDA, QTV                                                                                                                                        |

### Attachment 3 (continued)

#### Minimum Food Specifications, Exhibit A – Grains Requirement, and FL WIC Approved Cereal List (continued)

| Vegetables                                    | Canned                                                                                                                        | Frozen                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Fresh                                                                                                                                                                         |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Celery</b>                                 |                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | U.S. Extra No. 1                                                                                                                                                              |
| <b>Celery, Ready-to-use</b>                   |                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <u>Sticks</u> – ½" by 4", U.S. No. 1, from USDA inspected plant.                                                                                                              |
| <b>Coleslaw</b>                               |                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <u>Prepared salad pack</u> – Must be from a USDA inspected plant.                                                                                                             |
| <b>Corn</b>                                   | Vacuum pack, whole kernel, golden sweet Midwest. U.S. Grade A or Fancy                                                        | U.S. Grade A                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | U.S. No. 1, with or without husk                                                                                                                                              |
| <b>Corn, Mexican</b>                          | U.S. Grade A or Fancy                                                                                                         | U.S. Grade A                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                               |
| <b>Cucumbers</b>                              |                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | U.S. No. 1                                                                                                                                                                    |
| <b>Greens</b><br>(Collard, Mustard or Turnip) | Chopped, U.S. Grade A or Fancy                                                                                                | Chopped, U.S. Grade A                                                                                                                                                                                                                                                                                                                                                                                                                                                              | U.S. No.1                                                                                                                                                                     |
| <b>Lettuce</b>                                |                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Iceberg head - U.S. Grade No. 1<br><br>Romaine (or cos lettuce)<br>U.S. Grade No. 1                                                                                           |
| <b>Lettuce, Ready-to-use</b>                  |                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <u>Chopped</u> – Medium, iceberg, U.S. No. 1, from USDA inspected plant<br><br><u>Salad mix</u> – Chopped iceberg lettuce and romaine, U.S. No. 1, from USDA inspected plant. |
| <b>Mixed Vegetables</b>                       | U.S. Grade A or Fancy                                                                                                         | <u>California Style</u> - U.S. Grade A, broccoli cuts, cauliflower florets, carrot cuts<br><u>5 Vegetable Blend</u> - U.S. Grade A, 28% each corn and carrots, 17% each peas, and beans, 10% limas<br><u>Italian Vegetables</u> - U.S. Grade A, IQF sliced zucchini, cauliflower, carrot chunks, Italian green beans, lima beans and red peppers<br><u>Oriental Style</u> - U.S. Grade A, French cut green beans, broccoli cuts, onion strips, sliced mushrooms, diced red peppers |                                                                                                                                                                               |
| <b>Peas, Black Eye</b>                        | U.S. Grade B                                                                                                                  | Monarch or Clemson varieties, light skin with dark eye                                                                                                                                                                                                                                                                                                                                                                                                                             | U.S. No. 1                                                                                                                                                                    |
| <b>Peas, Green</b>                            | U.S. Grade A or Fancy                                                                                                         | U.S. Grade A                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | U.S. No.1                                                                                                                                                                     |
| <b>Peas and Carrots</b>                       | U.S. Grade A or Fancy, carrots shall not comprise less than 25% by weight and peas shall not comprise less than 50% by weight | U.S. Grade A, carrots shall not comprise less than 25% by weight and peas shall not comprise less than 50% by weight                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                               |

### Attachment 3 (continued)

#### Minimum Food Specifications, Exhibit A – Grains Requirement, and FL WIC Approved Cereal List (continued)

| <b>Vegetables</b>                          | <b>Canned</b>                                                                                                                                | <b>Frozen</b>                                                                                                                                                                                        | <b>Fresh</b>                                                                       |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <b>Peppers, Green, Red, Yellow, Orange</b> |                                                                                                                                              |                                                                                                                                                                                                      | U.S. No. 1<br>Whole or pre-cut, Julienne                                           |
| <b>Pickles, Dill strips</b>                | Prime Quality, firm, plump and uniform in size, cut length wise with kosher taste                                                            |                                                                                                                                                                                                      |                                                                                    |
| <b>Pickles, Dill slices</b>                | US Grade B                                                                                                                                   |                                                                                                                                                                                                      |                                                                                    |
| <b>Pickles, Sweet chip</b>                 | US Grade B, cross cuts or slices                                                                                                             |                                                                                                                                                                                                      |                                                                                    |
| <b>Potatoes</b>                            | Whole or sliced, U.S. Grade A                                                                                                                |                                                                                                                                                                                                      | U.S. No.1                                                                          |
| <b>Potatoes, New</b>                       | Whole or sliced, U.S. Grade A                                                                                                                | Roasted redskin chunks. IQF, oven prep                                                                                                                                                               | U.S. No. 1                                                                         |
| <b>Potatoes, Sweet</b>                     | U.S. Grade A in Light Syrup                                                                                                                  | Yam Patties- packed in USDA inspected plant                                                                                                                                                          | U.S. No.1                                                                          |
| <b>Salsa</b>                               | Mild, containing all vegetable w/ minor amounts of spices.                                                                                   |                                                                                                                                                                                                      |                                                                                    |
| <b>Spinach</b>                             | Chopped, Grade A or Fancy                                                                                                                    | Chopped, U.S. Grade A                                                                                                                                                                                | U.S. No.1                                                                          |
| <b>Squash, Yellow, Summer</b>              |                                                                                                                                              | Sliced, U.S. Grade A or Fancy                                                                                                                                                                        | U.S. No.1                                                                          |
| <b>Squash, Winter (Acorn or Butternut)</b> |                                                                                                                                              | Chopped or mashed, U.S. Grade A or Fancy                                                                                                                                                             | U.S. No.1                                                                          |
| <b>Succotash</b>                           | U.S. Grade A, whole-grain sweet corn shall not comprise less than 50% by weight and lima beans shall not comprise less than 12.5% by weight. | U.S. Grade A or U.S. Fancy, Corn, sweet, whole kernel (white or yellow) shall not comprise less than 50% by weight and lima beans or soy beans (edamame) shall not comprise less than 25% by weight. |                                                                                    |
| <b>Three Bean Salad</b>                    | U.S. Grade A or Fancy, mixture of green beans, wax beans, and dark or light red beans, marinated.                                            |                                                                                                                                                                                                      |                                                                                    |
| <b>Tomatoes</b>                            | Whole, sliced, or crushed, U.S. Grade B or Extra Standard.                                                                                   |                                                                                                                                                                                                      | U.S. No.1                                                                          |
| <b>Tomato Sauce</b>                        | U.S. Grade B or Extra Standard                                                                                                               |                                                                                                                                                                                                      |                                                                                    |
| <b>Yucca</b>                               |                                                                                                                                              | Skinless, pre-cut                                                                                                                                                                                    | Roots completely covered with bark-like skin, free from cracks, sliminess or mold. |
| <b>Zucchini</b>                            |                                                                                                                                              | Sliced, U.S. Grade A or Fancy                                                                                                                                                                        | U.S. No.1                                                                          |
| <b>Fruit</b>                               | <b>Canned</b>                                                                                                                                | <b>Frozen</b>                                                                                                                                                                                        | <b>Fresh</b>                                                                       |
| <b>Apples</b><br>(All varieties)           | U.S. Grade A, Sliced, regular pack in water.                                                                                                 |                                                                                                                                                                                                      | U.S. No. 1                                                                         |
| <b>Applesauce</b>                          | U.S. Grade A, Natural, Unsweetened.                                                                                                          |                                                                                                                                                                                                      |                                                                                    |
| <b>Florida Avocados</b>                    |                                                                                                                                              |                                                                                                                                                                                                      | U.S. No. 1 or U.S. Combination (at least 60%, by count, meet U.S. No. 1)           |
| <b>Bananas</b>                             |                                                                                                                                              |                                                                                                                                                                                                      | Must be delivered to Institution with even bright yellow color, un-bruised         |
| <b>Cantaloupe</b>                          |                                                                                                                                              |                                                                                                                                                                                                      | "Full slip" stem end, free from lumps or soft spots.                               |

### Attachment 3 (continued)

#### Minimum Food Specifications, Exhibit A – Grains Requirement, and FL WIC Approved Cereal List (continued)

| Fruit                                                              | Canned                                                                                                                                                                                                                                                 | Frozen                                                                                                      | Fresh                                                                                                                                                               |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clementines (or tangerines)                                        |                                                                                                                                                                                                                                                        |                                                                                                             | U.S. Fancy or U.S. No.1 Bright.                                                                                                                                     |
| Fruit Cocktail                                                     | U.S. Grade B or U.S. Choice, packed in own juice or unsweetened fruit juice.                                                                                                                                                                           |                                                                                                             |                                                                                                                                                                     |
| Grapes (halved)                                                    |                                                                                                                                                                                                                                                        |                                                                                                             | U.S. No. 1, seedless, red or white, must be halved                                                                                                                  |
| Honeydew                                                           |                                                                                                                                                                                                                                                        |                                                                                                             | Symmetrical, firm-not rock-hard, free from lumps or soft spots.                                                                                                     |
| Juice, Ready-to-serve (All varieties)                              | All juice must be 100% fruit or vegetable juice, USDA Inspected and pasteurized. All juice must be fortified with 100% or more of vitamin C unless it is orange or grapefruit juice. <b>Juice must be delivered to the Institution ready-to-serve.</b> |                                                                                                             |                                                                                                                                                                     |
| Mandarin Oranges                                                   | Type I or II, size C or D, no sugar added, packed in own juice or unsweetened fruit juice, manufacturer's/distributor's certification required.                                                                                                        |                                                                                                             |                                                                                                                                                                     |
| Mangos                                                             |                                                                                                                                                                                                                                                        |                                                                                                             | U.S. Fancy or U.S. No.1.                                                                                                                                            |
| Oranges (All varieties)                                            |                                                                                                                                                                                                                                                        |                                                                                                             | <u>Fresh</u> - U.S. Fancy<br><u>Chilled</u> - US Grade A or Fancy                                                                                                   |
| Peaches                                                            | U.S Grade B or U.S. Choice, Halves or slices, Yellow, cling stone, packed in own juice or unsweetened fruit juice.                                                                                                                                     |                                                                                                             | U.S. No. 1                                                                                                                                                          |
| Pears                                                              | U.S. Grade A, Bartlett, Halves or slices, packed in own juice or unsweetened fruit juice.                                                                                                                                                              |                                                                                                             | U.S. No. 1                                                                                                                                                          |
| Pineapple (Sliced, tidbits, cubes, or chunk)                       | U.S. Grade A packed in own juice or unsweetened fruit juice.                                                                                                                                                                                           |                                                                                                             | U.S. No. 1                                                                                                                                                          |
| Plantains (Maduros – sweet, or tostones/mofongo/mangu – not sweet) |                                                                                                                                                                                                                                                        | Sliced, Individually Quick Frozen, pre-cooked, oven ready. Not pre-fried, zero grams trans fat per serving. | Very ripe or green, ready to cook.                                                                                                                                  |
| Tropical Mixed Fruit                                               | U.S. Grade B or U.S. Choice, packed in own juice or unsweetened fruit juice.                                                                                                                                                                           |                                                                                                             | <u>Fresh</u> - U.S. No. 1<br><u>Chilled</u> – Florida Pack in light syrup or own juice. Fruit to include papaya and mango. Packed under continuous USDA inspection. |
| Raisins                                                            | Dried, seedless, mixed size. U.S. Grade A. 1/8 cup raisins credits as ¼ cup fruit; ¼ cup raisins credits as ½ cup fruit.                                                                                                                               |                                                                                                             |                                                                                                                                                                     |
| Seasonal Fresh Fruit                                               |                                                                                                                                                                                                                                                        |                                                                                                             | Choice of cantaloupe, honeydew, mango, pineapple, strawberries, or watermelon.                                                                                      |
| Strawberries                                                       |                                                                                                                                                                                                                                                        |                                                                                                             | U.S. No. 1                                                                                                                                                          |
| Watermelon                                                         |                                                                                                                                                                                                                                                        |                                                                                                             | With or without seeds, dull skin, no flat sides, has hollow sound when tapped.                                                                                      |

### Attachment 3 (continued)

#### **Minimum Food Specifications, Exhibit A – Grains Requirement, and FL WIC Approved Cereal List (continued)**

| <b>Grains</b>                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>All grain/bread products</b>                | Must meet Grain Requirements for CCFP, Exhibit A.<br>Must be whole grain, whole grain-rich, or enriched. Bran and germ are counted as enriched or whole-grain meals or flours. Corn masa and masa harina are considered whole grain-rich. Corn flour, corn meal, and other corn products must be whole or treated with lime (nixtamalized) to be considered whole grain-rich. Grain products must be zero grams trans fat per serving.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Meat/Meat Alternates</b>                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Beef, Breaded country fried patties</b>     | Frozen, fully cooked. CN Label or Product Formulation Statement (PFS) required. Ground beef not to exceed 30% fat, water, vegetable protein product, spices and seasonings. No dried whole eggs or MSG allowed. Not pre-fried, zero grams trans fat per serving.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Beef, Canned Cubed</b>                      | Lean meat only, in juice. ¾" to 1" cubes. USDA inspected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Beef, Ground</b>                            | Beef, ground, bulk, frozen; IMPs 136; 80:20 lean to fat ratio or less than 20% fat.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Beef, Patties</b>                           | Frozen, fully cooked. CN Label or Product Formulation Statement (PFS) required. Ground beef (not more than 30% fat), water, vegetable protein product, spices and seasonings. No dried whole eggs or MSG allowed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Beef, Salisbury patties</b>                 | Frozen, fully cooked. CN Label or Product Formulation Statement (PFS) required. Minimum 2.14 oz. patty to provide 2 oz. meat/meat alternate. Ingredients: Ground beef (not more than 30% fat), water, vegetable protein product, spices and seasonings. No dried whole eggs or MSG allowed. Not pre-fried, zero grams trans fat per serving.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Beef, Shoulder Clod Roast</b>               | USDA Grade Good 12-14 lb. Roasts. Frozen. The shoulder clod roast is the same as the IMPs 114 except that the shoulder (cutaneous muscle) shall be removed when the underlying fat must be trimmed to comply with the surface fat thickness requirements. The heavy tendons at the elbow end of the cold shall be trimmed even with the lean and all sides shall be trimmed so that the clod is not less than 1" thick at any point. When smaller roasts are specified, the thick end of the clod shall be made into one roast and the thin end shall be split length-wise, the ends reversed and the boned surfaces placed together to produce a uniformly thick roast. These roasts shall be held intact by tying girthwise. IMPs Item #144A.                                                                                                                                                                                                                          |
| <b>Beef, for Stewing</b>                       | USDA Standard Grade. IMPs 135A. Cutting with electric saw will be permitted. Meat with dark discoloration, all bones, cartilage, back strap, exposed large blood vessels, heavy connective tissue and the pre-scapular lymph gland shall be removed. The thick tendinous ends of the shank shall be removed by cutting back until a cross sectional cut shows at least 75% lean. Not less than 75%, by weight, of the diced pieces shall be of a size which is equivalent of not less than a ¾ inch cube or not more than a 1 ½" cube and no individual surface of these pieces shall exceed 2 ½" in length. This item is the same as IMPs 135 Diced Beef except that the surface or seam fat of the boneless meat prior to dicing shall not exceed ¼" in any thickness at any one point. In addition, the fat content of the boneless meat determined visually shall not exceed 20%. Container to provide proper labeling and identification and USDA Inspection Stamp. |
| <b>Cheese</b><br>(shredded or sliced or stick) | The following cheeses will meet 21 C.F.R. §133 standards of identity:<br>Cheddar – U.S. Grade A A.<br>Colby – U.S. Grade A A.<br>Mozzarella – Low moisture, Part skim, 100% natural cheese, minimum milkfat 45% and maximum moisture content of 52%.<br>American – pasteurized, process cheese or blended cheese, processed in USDA approved plant, process cheese: minimum milkfat 50% by weight of solids and maximum moisture content is 40%, blended cheese: 13-17% milkfat by total weight and not more than 51% moisture content.<br>Provolone – pasteurized, minimum milkfat 45% by weight of solids and maximum moisture content is 45% by weight. (No smoked.)<br>Swiss – U.S Grade A                                                                                                                                                                                                                                                                           |

### Attachment 3 (continued)

#### Minimum Food Specifications, Exhibit A – Grains Requirement, and FL WIC Approved Cereal List (continued)

| Meat/Meat Alternates              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Cheese, Cottage</b>            | Pasteurized, plain, USDA Quality Approved Inspection Shield, meets 21 C.F.R. §133 standards of identity.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Chicken, Breaded patty</b>     | Frozen, fully cooked. CN Label or Product Formulation Statement (PFS) required. Minimum 3 oz. patty to provide a 2 oz. meat/meat alternate and 1 serving of bread. Ingredients: Ground chicken, vegetable protein product, spices and seasonings. No MSG allowed. Not pre-fried, Zero grams trans fat per serving.                                                                                                                                                                                                                  |
| <b>Chicken, 8 Piece Cut</b>       | Raw individually quick frozen, ice glazed, cleaned and ready to cook, hand cut from USDA inspected grade A fryers. Portions shall be cut from 2 ½ to 3 ¼ pound fryers, without giblets or necks. Average portion weight 4.5 oz. packaged in heavy-duty poly bags inside legibly labeled heavy duty master cartons. Average cases weight 27 pounds. 96 portions per cases.                                                                                                                                                           |
| <b>Chicken, Drumsticks</b>        | Raw individually quick frozen, ice glazed, clean and ready to cook, hand cut from USDA inspected grade A fryers. Raw portion weight 3.7 oz. plus or minus ¼ oz. Packaged in heavy duty poly bags inside legibly labeled heavy-duty master cartons.                                                                                                                                                                                                                                                                                  |
| <b>Chicken, Nuggets</b>           | Fully cooked, breaded, IF. Cooked weight of nugget 14.17 g (1/2 oz.) to 28.35 g (1 oz.). Chunked and formed, ½ inch cube or greater, mostly white meat (not less than 66 % white, not more than 34 % dark), without skin. CN Label or Product Formulation Statement (PFS) required. Not pre-fried, zero grams trans fat per serving. No MSG. USDA certified.                                                                                                                                                                        |
| <b>Chicken, Thighs (No back)</b>  | Raw, individually quick frozen, ice glazed, cleaned and ready to cook, hand cut from USDA inspected Grade A fryers. <u>Raw portion weight 4.1 oz. plus or minus ½ oz.</u> Packaged in heavy duty poly bags inside legibly labeled heavy-duty master cartons.                                                                                                                                                                                                                                                                        |
| <b>Chicken, Whole</b>             | Raw frozen, ice glazed, cleaned and ready to cook, USDA inspected grade A broilers, fryers, or hens. Average portion weight 6-8 lb. Packaged in heavy duty poly bags inside legibly labeled heavy-duty master cartons.                                                                                                                                                                                                                                                                                                              |
| <b>Eggs</b>                       | USDA inspected large, Grade A or better, 100% candled. Eggs may be raw in shell, fully cooked whole eggs, frozen diced, frozen patty (CN Label products available), or broken homogenized and pasteurized.                                                                                                                                                                                                                                                                                                                          |
| <b>Egg, Salad</b>                 | Fully cooked eggs (see Eggs specification). "Salad" may be prepared by mixing eggs with relish and/or chopped vegetables such as celery and onions. Mayonnaise may be used as a moistening agent to "bind" the salads. Egg portion must be one whole large egg before added ingredients.                                                                                                                                                                                                                                            |
| <b>Fish, Portion (breaded)</b>    | Cod or Alaska Pollack, oven-ready, breaded, un-fried, 3 oz. portion (rectangle or wedge). Meets the requirements of U.S. Grade A, 75 percent by weight of fish flesh. CN Label or Product Formulation Statement (PFS) required. No MSG, zero grams trans fat per serving. USDC/NOAA Seafood Inspection approved.                                                                                                                                                                                                                    |
| <b>Fish, Portion (un-breaded)</b> | Cod or Alaska Pollack, or Haddock, or Tilapia, or Whitefish, U.S. Grade A once-frozen fish fillets. USDC/NOAA Seafood Inspection approved.                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Fish, Sticks</b>               | Cod or Alaska Pollack, oven-ready, breaded, un-fried, 1 oz. stick. Meets the requirements of U.S. Grade A, 72 percent by weight of fish flesh. CN Label or Product Formulation Statement (PFS) required. No MSG, zero grams trans fat per serving. NOAA certified.                                                                                                                                                                                                                                                                  |
| <b>Fish, Tuna</b>                 | Fancy, chunk, light, packed in water. Canned or flexible pouch. No salt added. USDC certified.                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Fish, Tuna, salad</b>          | Tuna fish (as specified above) "salad" may be prepared by mixing tuna fish with relish and/or chopped vegetables such as celery and onions. Mayonnaise may be used as a moistening agent to "bind" the salads. Weight of portion of tuna must be 2 ounces before added ingredients.                                                                                                                                                                                                                                                 |
| <b>Nut/Seed Butter</b>            | Peanut butter, or soynut butter: US Grade A, smooth.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Pork, Breaded patty</b>        | Fully cooked, breaded, not pre-fried, zero grams trans fat per serving. CN Label or Product Formulation Statement (PFS) required. Minimum 2.83 oz. patty to provide 1.5 oz. meat/meat alternate and 1 serving of bread for children ages 1-5. Minimum 3.75 oz. patty to provide 2 oz. meat/meat alternate and 1½serving of bread for children ages 6-12. Ingredients: Ground pork (not to exceed 24% fat), water, vegetable protein product, spices and seasonings. Breeding not to exceed 30%. No dried whole eggs or MSG allowed. |

### Attachment 3 (continued)

#### **Minimum Food Specifications, Exhibit A – Grains Requirement, and FL WIC Approved Cereal List (continued)**

| <b>Meat/Meat Alternates</b>                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Pork, Breaded patty</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                | Fully cooked, breaded, not pre-fried, zero grams trans fat per serving. CN Label or Product Formulation Statement (PFS) required. Minimum 2.83 oz. patty to provide 1.5 oz. meat/meat alternate and 1 serving of bread for children ages 1-5. Minimum 3.75 oz. patty to provide 2 oz. meat/meat alternate and 1 1/4 serving of bread for children ages 6-12. Ingredients: Ground pork (not to exceed 24% fat), water, vegetable protein product, spices and seasonings. Breading not to exceed 30%. No dried whole eggs or MSG allowed.                                          |
| <b>Pork, Ham</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <u>Lean, boneless, cured, pressed, skinless</u> – Fully-cooked. Moist heat, Pullman, approximately 4 1/4" square. Must be fully cooked, sectioned and formed. USDA Inspected and stamped. IMPs #508.<br><u>Smoked</u> – Short Shank, Skinned Boned, Rolled and Tied. (Cured and Smoked). Ham is the same as Ham, Skinless, completely boneless IMPs #505, except that the ham shall not be encased in an artificial casing. The boneless ham shall be rolled and string tied.<br><u>Deli-Style</u> – Round or flat buffet. No binders, fillers or soy allowed. Minimum 94% lean. |
| <b>Pork, Roast</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Raw, fresh or frozen. Boston butt, center loin, or blade-end. U.S. Grade No. 1, less than 1" backfat thickness.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Pork, Sausage</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Patty, Link or Market Style. Lightly seasoned and or flavored. No artificial casings. Total fat content not to exceed 20%.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Turkey, Breast</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Deli-style, whole muscle, roasted/fully cooked, boneless, skinless, minimum 96% fat free, may be smoked.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Turkey, Ground</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Made from USDA inspected turkeys, 100% turkey meat, no binders or fillers, minimum 85% lean.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Turkey, Roast</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Frozen, raw, USDA Grade A. Boneless, 60/40 white/dark ratio, wrapped in natural skin, netted. 8-10 lb. each.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Turkey, Slices</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Fully cooked. Made with no less than 60% white meat, no skin added, no binders, fillers, or soy allowed. Must be less than 10% fat.                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Turkey, Whole</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Young Tom Eviscerated, 16 lb. and over. USDA Grade A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Veggie Burger</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Hamburger Style Classic</b> , frozen, 2.5 oz. fully cooked Hamburger Style Classic Garden burger – all vegetable. To provide 2 oz. equivalent meat alternate for Child Nutrition Meal Pattern Requirements. CN Label or Product Formulation Statement (PFS) required.                                                                                                                                                                                                                                                                                                         |
| <b>Yogurt</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Type II (High Protein), Class B (lowfat) or C (nonfat), Flavor 2 (fruit flavored) – flavor style a (blended/stirred/set). Must contain no more than 23 grams of total sugars* per 6 ounces (no more than 19 grams per 5 oz.; no more than 15 grams per 4 oz.). 4 oz. cups or larger. Product shall: be commercial brand products; have a shelf life of at least 50 days from date of manufacturer                                                                                                                                                                                |
| <b>Combination Foods</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Combination main dish food items require a Child Nutrition (CN) Label, Product Formulation Statement (PFS), or standardized recipe. This documentation gives the number of servings, serving size, and minimum meal contribution. Ingredients in these dishes must meet or exceed the minimum specifications on previous pages. <b>The Caterer must inform the institution/facility of the appropriate serving size and supply documentation to institution/facility.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Pizza, Wedge or Rectangle with Whole Grain</b>                                                                                                                                                                                                                                                                                                                                                                                                                         | Frozen cheese, or pepperoni, or sausage. Low-moisture, part skim mozzarella cheese 8" wedge or 4" x 6" rectangle, to provide 2 servings grain/bread, 2 oz. meat/meat alternate, 1/8 cup vegetable. CN Label or PFS required. Primary source of flour is to be whole wheat. Zero grams trans fat per serving.                                                                                                                                                                                                                                                                     |
| <b>Sandwiches</b><br>(Midnight/Cuban, Ham and cheese, Turkey and cheese, Tuna Salad)                                                                                                                                                                                                                                                                                                                                                                                      | Must provide the minimum amount of meat/meat alternate and bread/grain per serving for children ages 1-5 and ages 6-12 as specified by the Child Care Food Program Meal Pattern for Children, Attachment 2. (Children age 1 and 2 shall receive the same minimum meal pattern amounts as children age 3-5.)<br><b>Note: The Caterer must deliver sandwiches pre-assembled (not in separate, bulk food containers) to Institutions, unless requested otherwise by the Institution. Condiments may be sent separately.</b>                                                         |
| <b>Other Foods</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Frequently used condiments</b>                                                                                                                                                                                                                                                                                                                                                                                                                                         | <i>Including: butter; margarine, salad dressings, cream cheese, mayonnaise, etc.</i><br>Must be zero grams trans fat per serving; lowfat or reduced fat products recommended.                                                                                                                                                                                                                                                                                                                                                                                                    |

\* Starting October 1, 2025, yogurt must contain no more than 12 grams *added sugars* per 6 ounces.

## Exhibit A: Grain Requirements<sup>1,2</sup>

| GROUP A                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Ounce Equivalent (Oz Eq) for GROUP A                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Bread type coating</li> <li>Bread sticks (hard)</li> <li>Chow mein noodles</li> <li>Savory Crackers (saltines and snack crackers)</li> <li>Croutons</li> <li>Pretzels (hard)</li> <li>Stuffing (dry)</li> </ul> <p><i>Note: weights apply to bread in stuffing</i></p>                                                                                                                                               |  | 1 oz eq (1 svg) = 22 gm or 0.8 oz<br>1/2 oz eq (1/2 svg) = 11 gm or 0.4 oz                                                                                                                                                                                                                    |
| GROUP B                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Ounce Equivalent (Oz Eq) for GROUP B                                                                                                                                                                                                                                                          |
| <ul style="list-style-type: none"> <li>Animal crackers (plain)</li> <li>Bagels</li> <li>Batter type coating</li> <li>Biscuits</li> <li>Breads (sliced, French, Italian)</li> <li>Buns (hamburger and hot dog)</li> <li>Egg roll skins</li> <li>English muffins</li> <li>Graham crackers (plain)</li> <li>Pita bread</li> <li>Pizza crust</li> <li>Pretzels (soft)</li> <li>Rolls</li> <li>Tortillas</li> <li>Tortilla chips</li> <li>Taco shells</li> </ul> |  | 1 oz eq (1 svg) = 28 gm or 1.0 oz<br>1/2 oz eq (1/2 svg) = 14 gm or 0.5 oz                                                                                                                                                                                                                    |
| GROUP C                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Ounce Equivalent (Oz Eq) for GROUP C                                                                                                                                                                                                                                                          |
| <ul style="list-style-type: none"> <li>Cornbread</li> <li>Corn muffins</li> <li>Croissants</li> <li>Pancakes</li> <li>Waffles</li> </ul>                                                                                                                                                                                                                                                                                                                    |  | 1 oz eq (1 svg) = 34 gm or 1.2 oz<br>1/2 oz eq (1/2 svg) = 17 gm or 0.6 oz                                                                                                                                                                                                                    |
| GROUP D                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Ounce Equivalent (Oz Eq) for GROUP D                                                                                                                                                                                                                                                          |
| <ul style="list-style-type: none"> <li>Muffins (all, except corn)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                |  | 1 oz eq (1 svg) = 55 gm or 2.0 oz<br>1/2 oz eq (1/2 svg) = 28 gm or 1.0 oz                                                                                                                                                                                                                    |
| GROUP E                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Ounce Equivalent (Oz Eq) for GROUP E                                                                                                                                                                                                                                                          |
| <ul style="list-style-type: none"> <li>French toast</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                              |  | 1 oz eq (1 svg) = 69 gm or 2.4 oz<br>1/2 oz eq (1/2 svg) = 35 gm or 1.2 oz                                                                                                                                                                                                                    |
| GROUP F/G                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Minimum Serving for GROUP F/G                                                                                                                                                                                                                                                                 |
| Grain-based desserts are not creditable.                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                               |
| GROUP H                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Ounce Equivalent (Oz Eq) for GROUP H                                                                                                                                                                                                                                                          |
| <ul style="list-style-type: none"> <li>Breakfast cereals (cooked)<sup>3</sup></li> <li>Bulgur or cracked wheat</li> <li>Cereal Grains (barley, quinoa, etc.)</li> <li>Macaroni (all shapes)</li> <li>Noodles (all varieties)</li> <li>Pasta (all shapes)</li> <li>Ravioli (noodle only)</li> <li>Rice (white or brown)</li> </ul>                                                                                                                           |  | 1 oz eq (1 svg) = 1/2 cup cooked<br>or 1 oz (28 g) dry                                                                                                                                                                                                                                        |
| GROUP I                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Ounce Equivalent (Oz Eq) for GROUP I                                                                                                                                                                                                                                                          |
| <ul style="list-style-type: none"> <li>Ready to eat breakfast cereal (cold, dry)<sup>3</sup></li> </ul>                                                                                                                                                                                                                                                                                                                                                     |  | Flakes & rounds: 1 oz eq (1 svg) = 1 cup or 1 oz<br>1/2 oz eq (1/2 svg) = 1/2 cup or 0.5 oz<br><br>Puffed cereal: 1 oz eq (1 svg) = 1.25 cups or 1 oz<br>1/2 oz eq (1/2 svg) = 3/4 cup or 0.5 oz<br><br>Granola: 1 oz eq (1 svg) = 1/4 cup or 1 oz<br>1/2 oz eq (1/2 svg) = 1/8 cup or 0.5 oz |

- The following foods must be whole grain, whole grain-rich, or enriched.
- Some of the following foods or their toppings/extras (such as cream cheese, syrup, etc.) may contain more sugar, salt and/or fat than others. This should be a consideration when deciding how often to serve them.
- Breakfast cereals are traditionally served as a breakfast item but may be served in meals other than breakfast. Cereals must contain no more than 6 grams of sugar\* per dry ounce and must be whole-grain, whole grain-rich, or enriched or fortified cereal. Refer to Florida WIC-Approved Cereal List.

\*Starting October 1, 2025, Breakfast cereals must contain no more than 6 grams *added sugars* per dry ounce.

# Florida WIC Approved Cereal List for the Child Care Food Program 2024-2025

GF = Gluten Free

All cereals on this list meet CCFP sugar limits and are creditable to serve.

June 2024

## Whole Grain/Whole Grain-Rich Cereals

### Cold Cereals



Cheerios  
GF



Cheerios  
Oat Crunch  
Berry



Cheerios Veggie  
Blend Apple  
Strawberry GF



Cheerios  
Veggie Blend  
Blueberry  
Banana GF



Cheerios  
Multi-Grain  
GF



Oatmeal  
Squares  
Brown Sugar



Oatmeal  
Squares  
Cinnamon



Oatmeal  
Squares  
Honey Nut



Chex  
Blueberry  
GF



Chex  
Cinnamon  
GF



Chex Corn  
GF



Chex Rice  
GF



Chex  
Wheat



Total



Wheaties



Complete  
Bran



Great Grains  
Banana Nut



Kix  
Berry



Kix  
Honey



Kix



Special K  
Protein  
Original Multi  
Grain



Life  
Vanilla



Life  
Original



Grape Nuts  
Flakes



Grape Nuts



Great  
Grains  
Crunchy  
Pecan



Frosted Mini-  
Wheats



Little Bites  
Original



Little Bites  
Chocolate



Frosted Mini-  
Wheats  
Blueberry



Frosted Mini-  
Wheats  
Strawberry



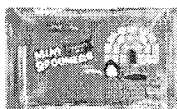
Frosted Mini-  
Wheats  
Pumpkin Pie  
Spice



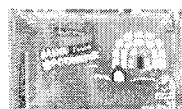
Frosted Mini-  
Wheats  
Golden  
Honey



Frosted Mini-  
Wheats  
Cinnamon  
Roll



Strawberry Cream  
Mini Spooners



Frosted Mini  
Spooners

### Hot Cereals



Instant  
Rolled Oats  
GF



Instant  
Oatmeal  
Original



Cream of Wheat  
Whole Grain  
2 1/2 minute

## Enriched Cereals

### Cold Cereals



Rice  
Krispies



Special K  
Original



Crispix



Honey  
Bunches of  
Oats Maple  
Pecan



Honey  
Bunches of  
Oats  
Cinnamon  
Bunches



Honey  
Bunches of  
Oats Honey  
Roasted



Corn  
Flakes



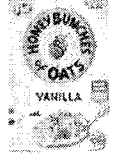
Honey  
Frosted Corn  
Flakes



Honey  
Bunches of  
Oats with  
Almonds



Crispy Rice  
GF



Honey  
Bunches of  
Oats Vanilla

### Hot Cereals



Hot Wheat  
Original



Instant  
Grits  
Original



Farina  
Original



Iron  
Fortified  
Quick Grits



Cream of  
Rice  
Instant GF



Cream of  
Rice  
2 1/2  
minute



Cream of  
Wheat CAM #2  
Original  
2 1/2 minute



Cream of  
Wheat CAM #2  
Original  
2 1/2 minute



Cream of  
Wheat  
Original  
Instant

## Any store brand or Ralston Foods brand

### WHOLE GRAIN/WHOLE GRAIN-RICH CEREALS

Bran Flakes

Frosted Shredded Wheat/Frosted Wheat

Instant Oatmeal - Original/Regular Multigrain Flakes

MultiGrain Medley, Tasteos, Spins or Toasted Cereal

Nutty Nuggets/Crunchy Nuggets/Crunchy Wheat

Oat Crunch/Oat Wise/Oat Squares/Lively Oats

Strawberry Frosted Shredded Wheat

Toasted Oats/Tasteos/Toasted Oat Spins/Happy O's

Wheat Flakes

Wheat Squares, Biscuits, or Crisps

CCFP Standard Catering Contract FFY 2024-2025

### ENRICHED CEREALS

Corn Flakes

Corn Squares, Biscuits, Crisps, or Bites

Crisp Rice/Crispy Rice

Crispy Hexagons (Corn & Rice)

Essentially You/Toasted Rice

Instant Grits - Original/Regular

Oats & More with Almonds/Almonds & Oats

Oats & More with Honey/Honey & Oats

Rice Squares, Biscuits, Crisps, or Pockets

## Attachment 4

### CCFP “Boxed Lunch” Menus

Below are five “box lunch” menus when requested by the Institution or Facility for field trips; the menus shall be rotated.

|                   |                                                                                                                                                                                                                                                                |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Menu One</b>   | Peanut butter and jelly sandwich<br>(ages 1-5: 1Tbsp, ages 6-18: 2 Tbsp)<br>on 100% whole grain bread<br>Yogurt<br>(ages 1-5: 4 oz, ages 6-18: 6 oz)<br>Carrot sticks<br>Apple wedges<br>Milk                                                                  |
| <b>Menu Two</b>   | Chicken wrap<br>(boneless chicken, cheddar cheese, and lettuce)<br>Seasonal fresh fruit<br>(cantaloupe, honeydew, mango, pineapple,<br>strawberries, watermelon – no bananas/apples)<br>Celery sticks<br><i>Ranch Dip</i><br>100% whole grain tortilla<br>Milk |
| <b>Menu Three</b> | Turkey and cheese sandwich<br>on 100% whole grain bread<br><i>Mayo/mustard</i><br>Sliced cucumber and tomato<br>Fruit cocktail<br>Milk                                                                                                                         |
| <b>Menu Four</b>  | Ham and cheese sandwich<br>on 100% whole grain bread<br><i>Mayo/mustard</i><br>Carrot and celery sticks<br><i>Ranch Dip</i><br>Orange wedges<br>Milk                                                                                                           |
| <b>Menu Five</b>  | Chicken salad<br>Broccoli florets<br><i>Ranch Dip</i><br>Sliced peaches<br>100% whole grain crackers<br>Milk                                                                                                                                                   |

## Attachment 5

### Meal Services to be Provided

- 1) The Institution or Facility must select meal types and how food items shall be delivered by checking the appropriate boxes. *Note: Breakfast, Lunch and Supper must include milk. Snack may include milk according to cycle menu selected. Bulk canned fruit must be in suitable food-grade storage container(s) with tight fitting lid(s).*

|                                                                                                                 |                                                                                                             |                                                                                                             |                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> <b>Breakfast</b><br><input type="checkbox"/> Bulk<br><input type="checkbox"/> Unitized | <input type="checkbox"/> <b>Lunch</b><br><input type="checkbox"/> Bulk<br><input type="checkbox"/> Unitized | <input type="checkbox"/> <b>Snack</b><br><input type="checkbox"/> Bulk<br><input type="checkbox"/> Unitized | <input type="checkbox"/> <b>Supper</b><br><input type="checkbox"/> Bulk<br><input type="checkbox"/> Unitized |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|

- 2) The Institution or Facility must select milk type(s) and size(s) of milk container(s) to be delivered. *Please see Attachment 1, CCFP Meal Pattern for children for milk requirements.* Contract price must include the price of milk to be included with program meals. The Caterer must charge separately should additional milk be requested by the Institution or Facility outside the scope of this contract.

|                                                                                                                                                                                                                                 |                                                                                                                                                                                                                              |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> <b>Unflavored Lowfat (1%)</b><br><input type="checkbox"/> Gallon<br><input type="checkbox"/> Half-gallon<br><input type="checkbox"/> Individual 8 oz. cartons<br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> <b>Unflavored Fat-Free</b><br><input type="checkbox"/> Gallon<br><input type="checkbox"/> Half-gallon<br><input type="checkbox"/> Individual 8 oz. cartons<br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> <b>Unflavored Whole</b><br><input type="checkbox"/> Gallon<br><input type="checkbox"/> Half-gallon<br><input type="checkbox"/> Individual 8 oz. cartons<br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> <b>Flavored Fat-Free or Lowfat</b><br><input type="checkbox"/> Gallon<br><input type="checkbox"/> Half-gallon<br><input type="checkbox"/> Individual 8 oz. cartons<br><input type="checkbox"/> Other: _____ |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Maximum number of children age one (unflavored whole): \_\_\_\_\_

Maximum number of children ages 6 and older (if requesting flavored fat-free): \_\_\_\_\_

- 3) The Institution or Facility must check below 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.

|                                                                                                              |                                                                                                                |
|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> <b>Bulk</b> , Caterer must deliver individual sandwich food components for assembly | <input type="checkbox"/> <b>Pre-assembled</b> , Caterer must deliver complete sandwiches that are ready to eat |
|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|

- 4) The Institution or Facility must check below 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.*

|                                                                                          |                                                                                                    |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> <b>Yes</b> Caterer must supply disposable meal service products | <input type="checkbox"/> <b>No</b> Caterer not required to supply disposable meal service products |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|

#### Minimum Disposable Meal Service Products:

|                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> paper cup<br><input type="checkbox"/> foam cup<br><input type="checkbox"/> soft plastic, clear cup<br><br><input type="checkbox"/> Plastic straws, individually wrapped<br><input type="checkbox"/> Paper straws, individually wrapped | <input type="checkbox"/> 3-compartment plate<br><input type="checkbox"/> 5-compartment plate<br><br><input type="checkbox"/> foam plate<br><input type="checkbox"/> paper plate<br><input type="checkbox"/> plastic plate<br><br><input type="checkbox"/> plastic bowl<br><input type="checkbox"/> foam bowl | <input type="checkbox"/> 1 ply, white, ¼ fold napkins<br><input type="checkbox"/> Paper towels<br><br><input type="checkbox"/> Plastic forks, medium weight<br><input type="checkbox"/> Plastic spoons, medium weight<br><br><input type="checkbox"/> 8 oz. plastic container<br><input type="checkbox"/> Other: _____ |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- 5) The Institution or Facility must check below 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.

|                                                                            |                                                                                      |
|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <input type="checkbox"/> <b>Yes</b> , Caterer must supply serving utensils | <input type="checkbox"/> <b>No</b> , Caterer not required to supply serving utensils |
|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------|

## Attachment 6

### **Delivery Schedule**

To be completed by the Institution or Facility (*in ink and retain copy*) prior to execution of the Standard Catering Contract and provided to the Caterer. (Make additional copies if needed.)

**The Institution or Facility must:**

- Delete or add facilities at least one week prior to the required date of service. The Delivery Schedule or other written notice must be used to add or delete facilities.
- 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).

Deliver 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.

| Institution or Facility | Address | Telephone No. | Contact Person | Type of Meal* & Estimated Total No. Needed Per Day | Specified Delivery Time(s) |
|-------------------------|---------|---------------|----------------|----------------------------------------------------|----------------------------|
|                         |         |               |                |                                                    |                            |
|                         |         |               |                |                                                    |                            |
|                         |         |               |                |                                                    |                            |
|                         |         |               |                |                                                    |                            |
|                         |         |               |                |                                                    |                            |
|                         |         |               |                |                                                    |                            |
|                         |         |               |                |                                                    |                            |

\*B = Breakfast, L = Lunch, S = Supper, MS = Morning Snack, AS = Afternoon Snack, ES = Evening Snack

## Attachment 7

### Price Schedule

The Institution or Facility must complete columns 1 & 2 (in ink and retain copy) prior to obtaining price quotes from selected caterers. Caterer must complete remainder of form and return with price quote by date and time specified by the Institution. Failure to do so will be at the Caterer's risk.

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 must be supported by a statement of the need for substitutes that includes the recommended alternate foods. 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 in writing.

| Name of Institution: _____ CCFP Authorization No.: _____                                                                                                 |                                                 |                                                   |                             |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------|-----------------------------|--------------------------|
| Attachment 2: Cycle Menu Selected _____<br><i>Print menu selection</i>                                                                                   |                                                 |                                                   |                             |                          |
| Initial required if Institution or Facility will procure their own source for Milk Delivery _____                                                        |                                                 |                                                   |                             |                          |
| Type of Meal<br>per Contract Specifications                                                                                                              | Estimated Total<br>No. of Meals per<br>Day<br>1 | Estimated No. of<br>Serving Days<br>per Year<br>2 | Unit Price per<br>Meal<br>3 | Total Price<br>4         |
| Breakfast (Ages 1-5*)                                                                                                                                    |                                                 |                                                   |                             |                          |
| Breakfast (Ages 6-18)                                                                                                                                    |                                                 |                                                   |                             |                          |
| Lunch (Ages 1-5*)                                                                                                                                        |                                                 |                                                   |                             |                          |
| Lunch (Ages 6-18)                                                                                                                                        |                                                 |                                                   |                             |                          |
| Supper (Ages 1-5*)                                                                                                                                       |                                                 |                                                   |                             |                          |
| Supper (Ages 6-18)                                                                                                                                       |                                                 |                                                   |                             |                          |
| Morning Snack (Ages 1-5*)                                                                                                                                |                                                 |                                                   |                             |                          |
| Morning Snack (Ages 6-18)                                                                                                                                |                                                 |                                                   |                             |                          |
| Afternoon Snack (Ages 1-5*)                                                                                                                              |                                                 |                                                   |                             |                          |
| Afternoon Snack (Ages 6-18)                                                                                                                              |                                                 |                                                   |                             |                          |
| Evening Snack (Ages 1-5)                                                                                                                                 |                                                 |                                                   |                             |                          |
| Evening Snack (Ages 6-18)                                                                                                                                |                                                 |                                                   |                             |                          |
| "Boxed" Lunches (Ages 1-5)                                                                                                                               |                                                 |                                                   |                             |                          |
| "Boxed" Lunches (Ages 6-18)                                                                                                                              |                                                 |                                                   |                             |                          |
| <b>Note: "Boxed" lunches may be requested by the Institution for field trips.<br/>Institution must keep documentation of field trip and menu served.</b> |                                                 |                                                   |                             |                          |
| <b>*Ages 1-5 based on meal pattern portion sizes for ages 3-5.</b>                                                                                       |                                                 |                                                   |                             | <b>Grand Total<br/>5</b> |

By affixing my signature on this quote, I hereby state that I have read all contract terms, conditions and specifications and agree to all terms, and conditions, provisions, and specifications. I certify that I will provide and deliver to the location(s) specified in the contract.

Caterer Company Name: \_\_\_\_\_

Authorized Caterer Representative: \_\_\_\_\_  
(Signature) (Date)

Name and Title: \_\_\_\_\_  
(Print or Type)

Attachment 8

**Institution or Facility Conflict of Interest Questionnaire**

The authorized ***Institution or Facility*** representative must complete this attachment.

- |                                                                                                                             | Yes                      | No                       |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Do you, your immediate family, or business partner, have financial or other interests in the potential Caterer?          | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have gratuities, favors or anything of monetary value been offered to you or accepted by you from the potential Caterer? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you been employed the potential Caterer within the last 24 months?                                                  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do you plan to obtain a financial interest, e.g., stock, in the potential Caterer?                                       | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Do you plan to seek or accept future employment with the potential Caterer?                                              | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are there any other conditions which may cause a conflict of interest?                                                   | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered Yes to any of the above questions, please provide a written explanation of your answer.

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**I declare that the above questions are answered truthfully and to the best of my knowledge.**

|                                |                                                               |             |
|--------------------------------|---------------------------------------------------------------|-------------|
| <hr/>                          | <hr/>                                                         | <hr/>       |
| <b>Institution or Facility</b> | <b>Signature of Authorized<br/>Institution Representative</b> | <b>Date</b> |

**Caterer Conflict of Interest Questionnaire**

The authorized ***Caterer*** representative must complete this attachment.

- |                                                                                                                                                               |                          |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Do you, your immediate family, or business partner, have financial or other interests in the Institution or Facility of which you are submitting this bid? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have gratuities, favors or anything of monetary value been offered to you or accepted by you from the Institution or Facility?                             | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you been employed by the Institution or Facility within the last 24 months?                                                                           | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do you plan to obtain a financial interest, e.g., stock, in the Institution or Facility?                                                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Do you plan to seek or accept future employment with the Institution or Facility?                                                                          | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are there any other conditions which may cause a conflict of interest?                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered Yes to any of the above questions, please provide a written explanation of your answer.

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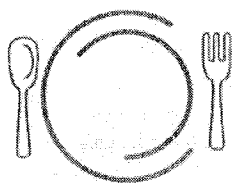
---

**I declare that the above questions are answered truthfully and to the best of my knowledge.**

|                |                                                           |             |
|----------------|-----------------------------------------------------------|-------------|
| <hr/>          | <hr/>                                                     | <hr/>       |
| <b>Caterer</b> | <b>Signature of Authorized<br/>Caterer Representative</b> | <b>Date</b> |

## Attachment 9

### Catered Meal Service Deficiency Report



- A deficiency is a specific instance of non-compliance with the terms and conditions of the catering contract.
- The Catered Meal Service Deficiency Report may be used as written documentation of a deficiency.
- Deficiency Reports addressing food delivered out of temperature, food containing foreign objects, or food regarded as spoiled or unwholesome must be sent to the CCFP office within 24 hours of incident.

#### Child Care Center Information

Center Name:

Address of Delivery:

Sponsor Name (If applicable):

Date of Report:

Date of Incident:

Caterer Name:

#### Please check the deficiency that applies to the report

- ☐ Food not delivered on time. Requested Time: : am Delivery Time: : am
- ☐ Hot food delivered below 135 °F. Item: Temperature: °F
- ☐ Cold food delivered above 41 °F. Item: Temperature: °F
- ☐ Delivery does not include all meal components. Missing:
- ☐ Delivery does not include the quantity ordered. Missing:
- ☐ Delivery does not include the supplies requested. Missing:
- ☐ Delivered food that is spoiled or unwholesome.
- ☐ Other deficiency.

Additional comments to explain the deficiency or additional deficient items:

Child Care Staff Name:

Date Sent to Caterer:

Caterer Response

Caterer Signature:

Date Sent to Child Care Center:

\*Provide copy to Sponsor if applicable.

## Attachment 10

### **Catered Meal Order Change Form**

When making changes to the number of catered meals ordered, the Institution or Facility must complete the Catered Meal Change Form and fax or scan and email to the Caterer by 5:00 p.m. two days prior to delivery. The Caterer will confirm the requested change(s) with a return fax or email to the Institution or Facility within twenty-four hours of receipt. **Please note: This form is to be used for changing the number of meals ordered only. Meal type must be based on the initial or original contract Price Schedule.**

Institution Name: \_\_\_\_\_  
(CCFP Authorization No.)

Child Care Facility Name: \_\_\_\_\_

Child Care Facility Address: \_\_\_\_\_

Caterer Name: \_\_\_\_\_  
(Fax No./E-mail)

Authorized Institution Representative: \_\_\_\_\_  
(Signature) (Date)

| Meal Type                   | Current Total No. of Meals Ordered per Day | Change Total No. of Meals Ordered To: | Time Period (Please designate "until further notice" or with specific dates) |
|-----------------------------|--------------------------------------------|---------------------------------------|------------------------------------------------------------------------------|
| Breakfast (Ages 1-5)        |                                            |                                       |                                                                              |
| Breakfast (Ages 6-18)       |                                            |                                       |                                                                              |
| Lunch (Ages 1-5)            |                                            |                                       |                                                                              |
| Lunch (Ages 6-18)           |                                            |                                       |                                                                              |
| Supper (Ages 1-5)           |                                            |                                       |                                                                              |
| Supper (Ages 6-18)          |                                            |                                       |                                                                              |
| Morning Snack (Ages 1-5)    |                                            |                                       |                                                                              |
| Morning Snack (Ages 6-18)   |                                            |                                       |                                                                              |
| Afternoon Snack (Ages 1-5)  |                                            |                                       |                                                                              |
| Afternoon Snack (Ages 6-18) |                                            |                                       |                                                                              |
| Evening Snack (Ages 1-5)    |                                            |                                       |                                                                              |
| Evening Snack (Ages 6-18)   |                                            |                                       |                                                                              |
| "Boxed" Lunches (Ages 1-5)  |                                            |                                       |                                                                              |
| "Boxed" Lunches (Ages 6-18) |                                            |                                       |                                                                              |

Maximum number of children age one (unflavored whole milk): \_\_\_\_\_

Maximum number of children age 6 and older (if requesting flavored milk): \_\_\_\_\_

Caterer received date: \_\_\_\_\_ Effective change date: \_\_\_\_\_

Attachment 11

**Food Acceptance Log**

**TIME OF ARRIVAL:** \_\_\_\_\_

**FOOD PROVIDER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

| FOOD ITEM | QUANTITY | TEMP<br>(°F) <sub>1</sub> | CONDITION <sub>2</sub> | INITIALS |
|-----------|----------|---------------------------|------------------------|----------|
| 1         |          |                           |                        |          |
| 2         |          |                           |                        |          |
| 3         |          |                           |                        |          |
| 4         |          |                           |                        |          |
| 5         |          |                           |                        |          |
| 6         |          |                           |                        |          |
| 7         |          |                           |                        |          |
| 8         |          |                           |                        |          |
| 9         |          |                           |                        |          |
| 10        |          |                           |                        |          |

**I verify that the food listed above was inspected by me. The food is in sound condition, free from spoilage and contamination, and potentially hazardous foods were received at proper temperatures unless noted otherwise. To the best of my knowledge the food items received do not include any prohibited items as listed in 65C-22.005(1)(b).**

**NAME:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**1 - Potentially Hazardous Foods (Cold foods must be received at ≤ 41°F and Hot foods must be received at ≥ 135°F)**

**2 - (√) Item was accepted or (x) Item was rejected**

**(A record of all pre-prepared food transported into the facility must be maintained for four months for review by the licensing authority)**

## Question and Answer

---

**Company:** 10

**Event #:** 491-2

**Event Name:** After-School Snack and  
Dinner Provider

**Supplier:** 1298

**Supplier Name:** Vexean Cleaning Service LLC

**Supplier Contact:** 1

**Supplier Contact Name:** Jean Camille

**Date Received:** 07/08/2025 08:46:50 PM

**Date Answered:** 07/09/2025 04:09:44 PM

**Question:** Hi,

What's the current budget for this bid?

**Answer:** This will be determined after the bid closes.

## Question and Answer

---

**Company:** 10

**Event #:** 491-2

**Event Name:** After-School Snack and  
Dinner Provider

**Supplier:** 4652

**Supplier Name:** Farm to Fork Meals LLC

**Supplier Contact:** 1

**Supplier Contact Name:** Lisbeth Baptista Castellanos

**Date Received:** 07/09/2025 04:04:36 PM

**Date Answered:** 07/09/2025 04:09:01 PM

**Question:** Can we bid for only one of the items? For example can we only participate on the dinners or we have to do both after school snacks + dinners?

**Answer:** Refer to Section 2.29 Award of Contract:  
Contractor must bid on all items. Partial bids will not be considered.

## Question and Answer

---

**Company:** 10

**Event #:** 491-2

**Event Name:** After-School Snack and  
Dinner Provider

**Supplier:** 4652

**Supplier Name:** Farm to Fork Meals LLC

**Supplier Contact:** 1

**Supplier Contact Name:** Lisbeth Baptista Castellanos

**Date Received:** 07/09/2025 04:18:41 PM

**Date Answered:** 07/11/2025 01:38:16 PM

**Question:** What is the delivery schedule?

**Answer:** Refer to the bid Specifications, Sections 3.02, Technical Specifications and 3.04, Site Locations.

## Question and Answer

---

**Company:** 10

**Event #:** 491-2

**Event Name:** After-School Snack and  
Dinner Provider

**Supplier:** 4652

**Supplier Name:** Farm to Fork Meals LLC

**Supplier Contact:** 1

**Supplier Contact Name:** Lisbeth Baptista Castellanos

**Date Received:** 07/09/2025 04:18:55 PM

**Date Answered:** 07/11/2025 02:05:39 PM

**Question:** are there any temperature requirements?

**Answer:** Yes. Refer to Exhibit 2, # 2 - Meal Preparation Requirements and #3 - Meal Packaging Requirements.

## Amendments To This Event (5,000 row record limit)

---

| Version Number | Version Date           | Comment                                                                                                     |
|----------------|------------------------|-------------------------------------------------------------------------------------------------------------|
| 1              | 07/11/2025 02:03:22 PM | Refer to Exhibit 2                                                                                          |
| 2              | 07/17/2025 01:29:22 PM | The closing date was extended until July 22, 2025 at 2 p.m. All other terms and conditions remain the same. |

## Line Responses For Event # 491-2

**Company:** 10

**Event #:** 491-2

**Event Name:** After-School Snack and  
Dinner Provider

**Supplier Group:** COFL

**Supplier:** 1387

**Supplier Name:** All Kids Catering

**Supplier Contact:** 1

**Supplier Contact Name:** Courtney Brown

### Line Responses

| Line # | Item               | Description                       | Vendor Item        | Vendor Item Description           | Line Quantity | Response Quantity | Unit of Measure | Unit Price | No<br>Char<br>ge | No<br>Bi<br>d | No Bid Reason | Respo<br>nse<br>Exists | Questi<br>ons<br>Exist | Is<br>Awar<br>ded |
|--------|--------------------|-----------------------------------|--------------------|-----------------------------------|---------------|-------------------|-----------------|------------|------------------|---------------|---------------|------------------------|------------------------|-------------------|
| *1     | SNACKS, AGES 5-12  | After School Snacks for Ages 5-12 | SNACKS, AGES 5-12  | After School Snacks for Ages 5-12 | 76,500.0000   | 76,500.0000       | EA              | 1.000      | No               | No            |               | Yes                    | No                     | No                |
| *2     | DINNER , AGES 5-18 | After-School Dinner, Ages 5-18    | DINNER , AGES 5-18 | After-School Dinner, Ages 5-18    | 117,000.0000  | 117,000.0000      | EA              | 4.000      | No               | No            |               | Yes                    | No                     | No                |



### NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

| <u>NAME</u> | <u>RELATIONSHIPS</u> |
|-------------|----------------------|
| None        | N/A                  |
| _____       | _____                |
| _____       | _____                |
| _____       | _____                |
| _____       | _____                |

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.



Authorized Signature

Courtney Brown

Name (Printed)

Vice President

Title

07/10/2025

Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

  
Authorized Signature

Courtney Brown, Vice President

Print Name and Title

07/10/2025

Date



### CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☒ Visa

All Kids Catering Inc.

\_\_\_\_\_  
Company Name

Courtney Brown

\_\_\_\_\_  
Name (Printed)

Vice President

\_\_\_\_\_  
Title

Handwritten signature of Courtney Brown in cursive script.

\_\_\_\_\_  
Signature

07/10/2025

\_\_\_\_\_  
Date



## **LOCAL BUSINESS PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal.**

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

**[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD A RTVFI DIV2PR S2-186LOBUPRPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)**

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

# LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(3) \_\_\_\_\_ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

(4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

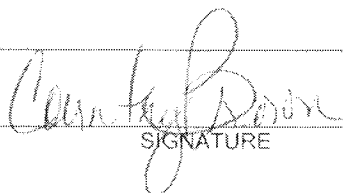
(6) \_\_\_\_\_ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

Business Name

BIDDER'S COMPANY: All Kids Catering, Inc.

AUTHORIZED COMPANY PERSON: Courtney Brown

PRINT NAME



SIGNATURE

07/10/2021

DATE



## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>**

### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

- (1) \_\_\_\_\_ is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

Business Name

- (2) \_\_\_\_\_ is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

Business Name

- (3) \_\_\_\_\_ is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (4) \_\_\_\_\_ is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (5) \_\_\_\_\_ is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

BIDDER'S COMPANY: All Kids Catering, Inc.

AUTHORIZED COMPANY PERSON: Courtney Brown  
PRINT NAME

  
SIGNATURE

07/10/202  
DATE

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 491  
Project Description: After-School Snack and Dinner Provider

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: All Kids Catering, Inc.

Authorized Company Person's Signature: 

Authorized Company Person's Title: Courtney Brown, Vice President

Date: 07/10/2025

## REFERENCES

All references shall include owner, address, contact name, phone number, email and the contract value. References shall not include the City of Fort Lauderdale. A minimum of three (3) references shall be provided:

1. **Company Name:** Feeding South Florida  
Address: 2501 SW 32 Terrace Pembroke Park FL  
Contact Name: Adriana Moncada  
Phone #: 954-518-1818  
Email Address: amoncada@feedingsouthflorida.com  
Contract Value: \$500,000 Year: current
2. **Company Name:** Innovation Charter School  
Address: 600 SW 3rd Street Pompano Beach Fl  
Contact Name: Shalesa Livingston  
Phone #: 954-715-1777  
Email Address: shalessalivingston@innovationcharter.net  
Contract Value: \$400,000 Year: current
3. **Company Name:** Sisters For Abundant Living  
Address: 6175 N.W. 153 Street Suite 102  
Contact Name: Gwendolyn Bennet  
Phone #: 954-483-6696  
Email Address: sistersforabundantliving@gmail.com  
Contract Value: 380,000 Year: current
4. **Company Name:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_
5. **Company Name:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
**(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Courtney Brown Title: Vice President Entity: All Kids Catering, Inc.

Signature: All Kids Catering, Inc. Date: 07/10/2025

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF Florida  
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 15th day of July, 2025, by Courtney Brown, as

Vice President for All Kids Catering, Inc., who is

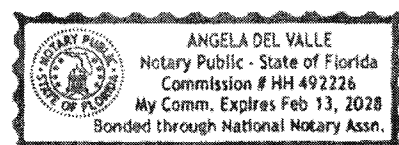
personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: Angela Del Valle

(Notary Seal)

Print Name: Angela Del Valle

My commission expires: 2/13/2028





CITY OF FORT LAUDERDALE

# ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 01/13/2025

The undersigned, on behalf of All Kids Catering, Inc.,

(Print complete name incorporated with suffix: INC, LLC, LTD, LP, PA, etc.)

a \_\_\_\_\_ (State corporation is registered) \_\_\_\_\_ (Type of entity: profit or non-profit),  
("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is Courtney Brown  
(Print complete name of corporate officer/authorized representative)
2. I am an ☒ officer or ☐ authorized representative (Select one) of the Nongovernmental Entity. My title is: Vice President  
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: Courtney Brown

Office Address: 13740 N.W. 19 Ave Bay 16 Opa Locka FL 33054

Email Address: Courtney@allkids catering.com

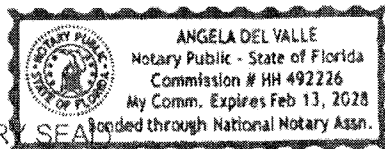
Main Phone Number: 786-502-8801 FEIN No.: 83-2189283

STATE OF Florida

COUNTY OF Miami Dade

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 15th day of July, 2025, by Courtney Brown

(Print name of corporate officer/representative)



(NOTARY SEAL)

Angela del Valle  
(Signature of Notary Public - State of Florida)

Angela del Valle  
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_



# CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) All Kids Catering Inc. EIN (Optional): \_\_\_\_\_

Address: 13740

City: Opa Locak State: FL Zip: 33054

Telephone No.: 786-502-8801 FAX No.: \_\_\_\_\_ Email: courtney@allkidscatering.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Total Bid Discount (section 1.05 of General Conditions): \_\_\_\_\_

Check box if your firm qualifies for DBE (section 1.09 of General Conditions): ☐

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

| Addendum No. | Date Issued | Addendum No. | Date Issued | Addendum No. | Date Issued | Addendum No. | Date Issued |
|--------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|
| _____        | _____       | _____        | _____       | _____        | _____       | _____        | _____       |
| _____        | _____       | _____        | _____       | _____        | _____       | _____        | _____       |
| _____        | _____       | _____        | _____       | _____        | _____       | _____        | _____       |
| _____        | _____       | _____        | _____       | _____        | _____       | _____        | _____       |

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

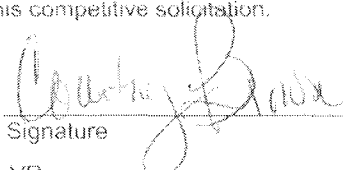
Submitted by:

Courtney Brown

Name (printed)

07/10/2025

Date

  
Signature

VP

Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                       |  |                                                                                                                                                                                                                                                  |  |
|-----------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>All-Secured Insurance Services, Inc.<br>6175 NW 153rd Street Suite 125<br><br>Miami Lakes FL 33014 |  | <b>CONTACT NAME:</b> Doris Dimler<br><b>PHONE (A/C, No, Ext):</b><br><b>FAX (A/C, No):</b> (305)231-3558<br><b>E-MAIL ADDRESS:</b> allsecuredinsurance@gmail.com                                                                                 |  |
| <b>INSURED</b><br><br>All Kids Catering, Inc.<br>6625 Miami Lakes Drive Suite 428<br><br>Miami Lakes FL 33014         |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Nautilus Insurance Company<br><b>INSURER B:</b> Certain Underwriters @ Lloyds<br><b>INSURER C:</b> Liberty Mutual Group<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                                       |  | <b>NAIC #</b><br>17370<br>15792<br>23043                                                                                                                                                                                                         |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                   |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | NN689766      | 03/01/2025              | 03/01/2026              | EACH OCCURRENCE \$ 1,000,000.00<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000.00<br>MED EXP (Any one person) \$ 5,000.00<br>PERSONAL & ADV INJURY \$ 1,000,000.00<br>GENERAL AGGREGATE \$ 2,000,000.00<br>PRODUCTS - COM/OP AGG \$ 1,000,000.00 |
|          | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br>HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                       |           |          | TMSHO129109   | 03/01/2025              | 03/01/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                             |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                            |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                                       |
|          | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                  |           | N/A      | EIG2357286    | 03/01/2025              | 03/01/2026              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000.00<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is also listed as Additional Insured under General Liability Coverage

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                  |                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Fort Lauderdale<br>100 N. Andrews Avenue<br><br>Fort Lauderdale FL 33301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |
|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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