

**Child and Adult Care Food Program  
Formal Purchase Food Service Agreement  
Request for Proposal (RFP) – Unitized Meals Only**



**Solicitation and Sample Agreement**

**Presented by:**

**Agency Name: DREW CHILD DEVELOPMENT CORPORATION**

**Solicitation (Scope of Work)**  
 2 CFR 200.319(d)(1)(2)

1. The Vendor will provide the following prepared meals [select all that apply]:  
 Breakfast  Lunch  Supper  Snack
2. The Vendor will provide milk for each of the prepared meals [select all that apply]:  
 Breakfast  Lunch  Supper  Snack
3. The meals, including snacks, will be [select one option]:  
 Delivered by the Vendor  Picked up by the Agency
4. The agreed upon delivery schedule is as follows [select all that apply]:  
 Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday
5. The agreed upon time of delivery is as follows [select all that apply]:  
 Morning  Afternoon  Evening
6. The delivery time agreed upon by both parties is between the hours of [insert the delivery window:  
**Morning 7AM-9AM**
7. The number of delivery sites, agreed upon by both parties, is [enter the number of delivery sites]:  
 6. **Note:** Specify the delivery site details, address, city, state, zip, and delivery dates and times, agreed upon by both parties, in the space provided under the section titled **Delivery Site Details**.
8. Proper containers to maintain the required temperatures of food and milk, while in transit, will be provided by [select one option]:  
 The Vendor  The Agency
9. Meal substitutions for program participants with disabilities or dietary restrictions will be provided by [select one option]:  
 The Vendor  The Agency
10. The number of meals and cost of each meal, to be supplied per this agreement, will be as follows:

Meal Type	Estimated Servings Per Day*	Estimated Number of Serving Day	Unit Price Per Meal (Proposed by Vendor)	Total Price (Proposed by Vendor)
Breakfast	384	240	\$ each	\$
AM Snack			\$ each	\$
Lunch	384	240	\$ each	\$
PM Snack	384	240	\$ each	\$
Supper			\$ each	\$
Evening Snack			\$ each	\$

\*The Agency may adjust the number of meals per the details provided in Item No. 11

11. The Vendor agrees to allow the Agency to adjust the number of meals each [select a frequency]:  
 Daily  Weekly  Monthly
12. As noted above, in Item 10, the adjustment to the number of meals must be submitted by the Agency to the Vendor in the following format [select one option]:  By Phone  By Email  By Fax

13. The Vendor agrees that the Agency is not required or expected to pay the Vendor for meals that are delivered outside of the agreed upon delivery time [select one option]:  
 Yes  No
14. The Vendor agrees that the Agency is not required or expected to pay the Vendor for meals that do not meet the sanitation and safety requirements at the time of delivery [select one option]:  
 Yes  No
15. The Vendor agrees that the Agency is not required or expected to pay the Vendor for meals that do not meet the CACFP meal requirements [select one option]:  
 Yes  No
16. The Vendor agrees, in carrying out the provisions of this agreement, they will provide a detailed invoice (for each billing cycle) that details the total number of meals and snack, by meal type, with the price per meal, total charges, and any taxes or additional fees assessed at the time of invoice [select one option]:  
 Yes  No
17. The Vendor agrees to provide temperature logs to the Agency [select one option]:  
 Yes  No
18. The Vendor agrees to serve meals and snacks that meet the CACFP Meal Pattern requirements as specified in 7 CFR, sections 226.20(a) through 226.20(c), as applicable, and must always meet the current regulations (including any changes or updates to the meal pattern requirements over the course of the contract) [select one option]:  
 Yes  No
19. The Vendor understands that the Agency is unable to use federal funds to cover the cost of the meals that do not meet the federal requirements [select one option]:  
 Yes  No
20. The Vendor agrees to sign and return the following certifications: Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Equal Employment, Drug-Free Workplace Requirements, and any other required certifications (if applicable) [select one option]:  
 Yes  No
21. The Vendor agrees to submit a proposed 21-Day Cycle Menu (please refer to the Sample 21-Day Cycle Menu provided on **Page Attached** by the Agency) [select one option]:  
 Yes  No

22. Please specify all delivery sites, delivery location details, and delivery time details

	Name of Entity	Address	City	Day	Time	Window
1	92 <sup>ND</sup> & Maie CDC	9200 S. Maie Ave	Los Angeles	Mon-Fri	<input checked="" type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	7:00AM - 9:00AM
2	New Liberty CDC	5328 S. Central Ave	Los Angeles	Mon - Fri	<input checked="" type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	7:00AM - 9:00AM
3	Rainbow CDC	11817 Wilmington Ave	Los Angeles	Mon - Fri	<input checked="" type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	7:00AM - 9:00AM
4	Harriette Shields CDC	224 E. 126 <sup>th</sup> St.	Los Angels	Mon - Fri	<input checked="" type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	7:00AM - 9:00AM
5	Ella Fitzgerald CDC	2590 Industry Way	Lynwood	Mon - Fri	<input checked="" type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/>	7:00AM - 9:00AM
6	Immanuel CDC	506 E. Laurel St.	Compton	Mon - Fri	<input checked="" type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	7:00AM - 9:00AM
7					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
8					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
9					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
10					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	

23. Any additional requirements agreed upon between the Agency and the Vendor must be notated below at the time of this agreement [enter the specific details or enter N/A]:

- Vendor will allow agency to have input in the menu choices
- Vendor will provide temperature on transportation slip
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**Schedule of Events (Key Action Dates)**

Prospective Vendors are hereby advised of the following Schedule of Events (Key Action Dates) as it relates to the Agency's solicitation and sample agreement. Prospective Vendors must adhere to the Request for Proposal (RFP) timeline as specified below. Please note, the Agency may modify any part of the RFP prior to the date fixed for submission of proposals by the issuance of an Addendum to the original location of the Request for Proposal.

Date	Action
October 4, 2024	Public Notice – Request for Proposal
October 4, 2024 - October 24, 2024	Questions from prospective vendors must be received by 4 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.
October 4, 2024 -October 24, 2024	Answers from Agency will be provided to prospective vendors by 5 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.
October 25, 2024	Proposals must be received by 5 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.
November 18, 2024	Notification of selected Vendor

**Term of Agreement**

The term of the Agreement will be for a one-year period beginning **January 1, 2025 through December 31, 2025** and may have up to four (4) optional renewal years upon agreement by both parties. The Agreement may not exceed **\$469,549.80** over the entire term of the agreement. The effective date is either the proposed award date or the date of approval of the Agreement by the Agency, whichever is later. Work shall not commence until the effective date.

## Evaluation and Award

The agency staff shall evaluate each proposal to determine how responsive the firm is to the specific requirements contained in this RFP. Each proposal will be examined for the presence of required information as specified in the submission requirements of this RFP. The submission requirements are mandatory and failure to fully comply may be deemed grounds for automatic rejection. Award, if made, will be to the responsible Vendor whose proposal is most advantageous to the Agency, with price and other factors considered. Each prospective vendor will be evaluated on the following factors:

Evaluation Criteria	Maximum Points	Scoring Matrix	
		Yes	No
Administrative Requirements: did the respondent include all required information in accordance with the solicitation instructions and requirements?	10 points (pts)	Yes	10 pts
		No	0 pts
Experience with the Child and Adult Care Food Program (CACFP) for Toddlers & Preschoolers.	10 points (pts)	Yes	10 pts
		No	0 pts
Does the respondent demonstrate a complete understanding of the agency's food service program and its service requirements, as described in the solicitation (meal requirements), and do they demonstrate the ability to perform those services to the agency's satisfaction?	20 points (pts)	Yes	20 pts
		No	0 pts
The financial stability of the respondent.	15 points (pts)	Yes	15 pts
		No	0 pts
Corporate capability and experience as measured by years in the food service management industry, with multiple Toddler & Pre-K clients services and reference.	10 points (pts)	9+ years	10 pts
		7-8 years	8 pts
		5-6 years	6 pts
		3-4 years	4 pts
		Less than 3 years	2 pts
Corporate capability and experience as measured by current number of California SFA's served.	10 points (pts)	20 +	10 pts
		15—19	8 pts
		10—14	6 pts
		5—9	4 pts
		Less than 5	2 pts
Cost (the total anticipated contract value)	25 points (pts)	Lowest	25 pts
		2 <sup>nd</sup> Lowest	20 pts
		3 <sup>rd</sup> Lowest	15 pts
		4 <sup>th</sup> Lowest	10 pts
		5 <sup>th</sup> Lowest	5 pts
<b>Total Points Possible</b>	<b>100 points</b>	<b>Total Points Assessed:</b>	

**Sample 21-Day Cycle Menu** (The Agency is providing a *Sample 21-Day Cycle Menu*)

Monday	Tuesday	Wednesday	Thursday	Friday
<b>See attached</b>				

<p><b>Breakfast:</b> Cereal Fresh Fruit Milk</p> <p><b>Lunch:</b> Natural Chicken Tenders Steamed Vegetables Fresh Fruit Milk</p> <p><b>Snack:</b> Cheddar Cheese Melts Milk</p>	<p><b>Breakfast:</b> Baked Lemon Poppy Muffin Fresh Fruit Milk</p> <p><b>Lunch:</b> Chicken Fried Rice Fresh Fruit Steamed Vegetables Milk</p> <p><b>Snack:</b> Yogurt Granola</p>	<p><b>Breakfast:</b> French Toast Strawberry Compote Milk</p> <p><b>Lunch:</b> Spaghetti w Turkey Bolognese Steamed Vegetables Fresh Fruit Milk</p> <p><b>Snack:</b> Chicken salad &amp; whole grain crackers Milk</p>	<p><b>Breakfast:</b> Plain Bagel Fresh Fruit Milk</p> <p><b>Lunch:</b> Toasted Cheese Sandwich Steamed Vegetables Fresh Fruit Milk</p> <p><b>Snack:</b> Raspberry Apple Mini Empanadas Milk</p>	<p><b>Breakfast:</b> Sweet Potato Muffin Fresh Fruit Milk</p> <p><b>Lunch:</b> Roasted Chicken Tacos w/ tortilla Diced tomatoes Fresh Fruit Milk</p> <p><b>Snack:</b> Cinnamon Bread Milk</p>
<p><b>Breakfast:</b> Cereal Fresh Fruit Milk</p> <p><b>Lunch:</b> Natural Chicken Tenders Steamed Vegetables Fresh Fruit Milk</p> <p><b>Snack:</b> Cheddar Cheese Melts Milk</p>	<p><b>Breakfast:</b> Cranberry Orange Bagel Fresh Fruit Milk</p> <p><b>Lunch:</b> Mac &amp; Cheese Steamed Vegetables Fresh Fruit Milk</p> <p><b>Snack:</b> Lemon Tea Biscuit Milk</p>	<p><b>Breakfast:</b> Waffles Fresh Fruit Milk</p> <p><b>Lunch:</b> Chicken &amp; Cheese Burrito Steamed Vegetables Fresh Fruit Milk</p> <p><b>Snack:</b> Soft Cheese filled Pretzel Milk</p>	<p><b>Breakfast:</b> Blueberry Oat Bran Muffin Fresh Fruit Milk</p> <p><b>Lunch:</b> Turkey Meatball Sub Steamed Vegetables Fresh Fruit Milk</p> <p><b>Snack:</b> Yogurt &amp; Granola</p>	<p><b>Breakfast:</b> BBQ Chicken Steamed Potatoes Fresh Fruit Milk</p> <p><b>Lunch:</b> BBQ Chicken Steamed Potatoes Fresh Fruit Milk</p> <p><b>Snack:</b> Cinnamon Empanadas Milk</p>
<p><b>Breakfast:</b> Cereal Fresh Fruit Milk</p> <p><b>Lunch:</b> Natural Chicken Tenders Steamed Vegetables Fresh Fruit Milk</p> <p><b>Snack:</b> Cheddar Cheese Melts Milk</p>	<p><b>Breakfast:</b> English Muffin Fresh Fruit Milk</p> <p><b>Lunch:</b> Cheese Pizza Fresh Fruit Milk</p> <p><b>Snack:</b> Cheese &amp; Crackers Milk</p>	<p><b>Breakfast:</b> Cereal Fresh Fruit Milk</p> <p><b>Lunch:</b> Tofu Chili w/ Whole Grain Roll Steamed Vegetables Fresh Fruit Milk</p> <p><b>Snack:</b> Rice Cakes Milk</p>	<p><b>Breakfast:</b> Asiago Bagel Fresh Fruit Milk</p> <p><b>Lunch:</b> Turkey Noodles Steamed Vegetables Fresh Fruit Milk</p> <p><b>Snack:</b> Yogurt Granola</p>	<p><b>Breakfast:</b> Blueberry Muffin Fresh Fruit Milk</p> <p><b>Lunch:</b> Teriyaki Chicken w/ Rice Steamed Vegetable Fresh Fruit Milk</p> <p><b>Snack:</b> Goldfish Crackers Milk</p>
<p><b>Breakfast:</b> Cereal Fresh Fruit Milk</p> <p><b>Lunch:</b> Natural Chicken Tenders Steamed Vegetables Fresh Fruit Milk</p> <p><b>Snack:</b> Cheddar Cheese Melts Milk</p>	<p><b>Breakfast:</b> French Toast Strawberry Compote Milk</p> <p><b>Lunch:</b> Chicken Tamale Steamed Vegetables Fresh Fruit Milk</p> <p><b>Snack:</b> Yogurt Granola</p>	<p><b>Breakfast:</b> Cranberry Orange Bagel Fresh Fruit Milk</p> <p><b>Lunch:</b> Mac &amp; Cheese Steamed Vegetables Fresh Fruit Milk</p> <p><b>Snack:</b> Lemon Tea Biscuit Milk</p>	<p><b>Breakfast:</b> Whole Grain Pancakes Fresh Fruit Milk</p> <p><b>Lunch:</b> Toasted Cheese Sandwich Steamed Vegetables Fresh Fruit Milk</p> <p><b>Snack:</b> Cheddar Cheese Melts Milk</p>	<p><b>Breakfast:</b> Plain Bagel Fresh Fruit Milk</p> <p><b>Lunch:</b> Pupusas Steamed Vegetables Fresh Fruit Milk</p> <p><b>Snack:</b> Soft Cheese filled Pretzel Milk</p>

<p><b><u>Breakfast:</u></b> Cereal Fresh Fruit Milk</p> <p><b><u>Lunch:</u></b> Natural Chicken Tenders Steamed Vegetables Fresh Fruit Milk</p> <p><b><u>Snack:</u></b> Cheddar Cheese Melts Milk</p>	<p><b><u>Breakfast:</u></b> Blueberry Muffin Fresh Fruit Milk</p> <p><b><u>Lunch:</u></b> Cheese Pizza Steamed Vegetables Fresh Fruit Milk</p> <p><b><u>Snack:</u></b> Rice Cakes Milk</p>	<p><b><u>Breakfast:</u></b> French Toast Strawberry Compote Milk</p> <p><b><u>Lunch:</u></b> Spaghetti w Turkey Bolognese Steamed Vegetables Fresh Fruit Milk</p> <p><b><u>Snack:</u></b> Chicken salad &amp; whole grain crackers Milk</p>	<p><b><u>Breakfast:</u></b> Cranberry Orange Bagel Fresh Fruit Milk</p> <p><b><u>Lunch:</u></b> Mac &amp; Cheese Steamed Vegetables Fresh Fruit Milk</p> <p><b><u>Snack:</u></b> Lemon Tea Biscuit Milk</p>	<p><b><u>Breakfast:</u></b> Baked Lemon Poppy Muffin Fresh Fruit Milk</p> <p><b><u>Lunch:</u></b> Turkey Patties w/ Bun Steamed Vegetables Fresh Fruit Milk</p> <p><b><u>Snack:</u></b> Goldfish Crackers Milk</p>
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## Meal Pattern Requirements

The meal pattern requirements may change over the course of the contract and the vendor is obligated to provide meals and snacks that always meet the current regulations.

7 CFR 226.20(a): Requirements for meal – Food components

7 CFR 226.20(b): Requirements for meal – Infant meals

7 CFR 226.20(c): Requirements for meal – Meal patterns for children age 1 through 18 and adult participants

## Submission of Proposals

1. Proposals should provide straightforward and concise descriptions of the proposing firm's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
2. All documents contained in the original proposal package shall have original signatures and must be signed by a person who is authorized to bind the proposing firm.
3. A non-responsive proposal is one that does not meet the basic proposal requirements.
4. Proposals shall be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
5. The agency reserves the right to reject all proposals. The agency is not required to award an agreement.
6. Before submitting proposals to this solicitation, proposers should review such response, correct all errors, and confirm compliance with the RFP requirements.
7. The agency may reject any and all overly responsive proposal(s) and may waive any immaterial deviation in a proposal. The agency's waiver of an immaterial deviation shall in no way modify the proposal document nor excuse the proposer from full compliance with all requirements if awarded the Contract.
8. No oral understanding or agreement shall be binding upon either party.

## Award and Protest

If any proposing firm, prior to the award of the Contract(s), files a protest with Drew Child Development Corporation [insert Agency name] and the, on the grounds that the (protesting) firm would have been awarded a Contract had Drew Child Development Corporation [insert Agency Name] correctly applied the evaluation standard in the RFP, or had Drew Child Development Corporation [insert Agency Name] followed the evaluation and scoring methods in the RFP, the Contract(s) shall not be awarded until either the protest has been withdrawn or the Department of Social Services [or CACFPB] has decided the matter. It is suggested that the firm submit any protest by certified or registered mail.

Within five (5) working days after filing the initial protest, the protesting firm shall file with the Drew Child Development Corporation [insert Agency Name] a full and complete written statement specifying the grounds for the protest. It is suggested that the firm submit this complete written statement by certified or registered mail.

## **The Americans with Disability Act Amendments Act of 2008**

The American with Disability Act (ADA) Amendments Act (ADAAA) of 2008 was signed into law in September 2008 and became effective on January 1, 2009. The detailed guidance is referenced in Public Law, Sections 110-325, ADAAA.

Title II of the Americans with Disabilities Act of 1990 and the ADAAA prohibits discrimination based on disability by state and local governments. The ADA and Section 504 of the Rehabilitation Act of 1973 address issues pertaining to both physical access and program access.

Per the U.S. Department of Agriculture (USDA) Policy Memo, CACFP 14-2017: Modifications to Accommodate Disabilities in the Child and Adult Care Food Program; program operators must ensure that breakfast, lunch, snack, or milk (meals) offered through the CACFP meet the respective meal pattern requirements established in the program regulations. Federal law and USDA regulations further require program operators to make reasonable modifications to accommodate participants with disability, which includes providing special meals, at no extra charge, to participants with a disability that restricts the participant's diet.

Program operators must accommodate meal modifications within the Child Nutrition Programs (CNP). The program operator (agency) will notify the vendor, of any meal modification(s) necessary within their CNP, at least 72 hours hours/days (e.g., 48 hours) prior to the delivery of the meal or when the agency receives notification of the required meal modification(s).

### **Nondiscrimination Statement**

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, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

## Authorization Agreement

We, [insert name of prospective vendor], by our signature on this document certify the following:

1. We will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. The terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have carefully examined all terms and conditions set forth in the RFP issued by Drew Child Development Corporation [insert Agency name].
5. That we have made examinations and verifications and are fully conversant with all conditions under which services are to be performed for Drew Child Development Corporation [insert Agency name].
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

Vendor Name:

Address:

City:            State:            Zip:

Email Address:

Web Site Address:

Name of Authorized Representative:

Title of Authorized Representative:

Signature of Authorized Representative:

Date Signed: