



SECTION A

**NEW JERSEY CHILD AND ADULT CARE FOOD PROGRAM
 INVITATION FOR BID AND STANDARD CONTRACT**

Issued by (Institution):

Name: YMCA of Eastern Union County
 Address: 144 Madison Avenue
 City, State, Zip: Elizabeth, NJ 07201
 Telephone Number: 908-355-9622
 Email: lyanez@tgfymca.org

Bid Number: 01-2026
 Bid Issue Date: 07/14/2025

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 Bid Opening:
 Date: 07/29/2025
 Time: 12:00pm
 Location: The Gateway Family YMCA
 Address: 135 Madison Avenue
Elizabeth, NJ 07201

Contract Commencement Date: 10/01/2025 Total Estimated Amount of Bid \$ _____
 (To be insured by the bidder)
 Contract Expiration Date: 09/30/2026 (Contract duration cannot exceed one (1) year)

Name of Vendor _____
 Street Address _____
 City, State, Zip _____
 Telephone Number _____
 Email: _____

Signature of Bidder Representative (in ink) _____
 Print or Type Name of Bidder Representative _____
 Title _____ Date _____

This document contains an invitation to bid for the furnishing of meals (unitized if applicable) to be served to enrolled participants in the Child and Adult Care Food Program established by the United States Department of Agriculture (7 CFR Part 226) and sets forth the terms and conditions applicable to the proposed document. Upon acceptance, this document shall constitute the contract between the bidder and the Sponsor named above.

ACCEPTANCE

Contract Number _____
 Date _____

Name of Institution _____
 Signature of Institution Representative _____
 Title _____

NOTE: By submission of this bid, the bidder certifies that, in the event he received an award under this solicitation, he shall operate in accordance with all applicable, current CACFP program regulations. Revised 1/18/2023/SM

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ASSURANCE STATEMENT

The Program applicant (Institution) hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

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 Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts 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 Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA.

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CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the USDA agency with which the transaction originated.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out below in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that is certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded

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from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name (Bidder)

Name and Title of Authorized Representative (Bidder)

Signature of Authorized Representative (Bidder)

Date Signed

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SECTION B – CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

1. By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:
 - A. The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor;
 - C. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.

2. Each person signing this bid certifies that:
 - A. He/she is the person in the contractor's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, will not participate, in any action contrary to (1)(A) through (1)(C) above; or
 - B. He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (1)(A) through (1)(C) above; or
 - C. Each person signing this bid agrees that no organizational conflict of interest exists; and as their agent does hereby so certify he/she has not participated, and will not participate, in any action contrary to (1)(A) through (1)(C) above.

Signature of Representative of Food Service Management Company/School/Vendor

Title of Representative

Date Signed

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SECTION C – INSTRUCTIONS TO BIDDERS

1. Definitions

As used herein:

- A. The term "bid" means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- B. The term "bidder" means a food service management company submitting a bid in response to this Invitation for Bid.
- C. The term "contractor" means a successful bidder who is awarded a contract by a Sponsor under the Child and Adult Care Food Program under the United States Department of Agriculture.
- D. The term "food service management company" means an organization, other than a public or private nonpublic school, with which a Sponsor may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the program.
- E. The term "Invitation for Bid," hereafter referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon acceptance by the Sponsor.
- F. The term "Sponsor" means the Child and Adult Care Food Program institution which issues this IFB.
- G. The term "unitized meal" means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal pattern requirements, prepared, delivered and served as a unit, with or without milk.
- H. Other terms shall have the meanings ascribed to them in the Child and Adult Care Food Program regulations.

2. Submission of Bids

- A. Bidders are expected to carefully examine the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so shall be at the bidder's risk.
- B. Bids shall be executed and submitted in triplicate. If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award.
- C. A copy of a current state or local health certificate for the food preparation facilities shall be submitted with the bid.
- D. Failure to comply with any of the above shall be reason for rejection of the bid.

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3. Explanation to Bidders

- A. Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an IFB shall be furnished to all prospective bidders as an amendment to the IFB if such information is necessary to bidders as an amendment to the IFB or if the lack of such information would be prejudicial to uninformed bidders.

4. Acknowledgement of Amendments to IFBs

- A. Receipt of an amendment to an IFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgement must be received prior to the hour and date specified for bid opening.

5. Bidders Having Interest in More than One Bid

- A. If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

6. Time for Receiving Bids

- A. Sealed bids shall be deposited at the address specified on the IFB of the Sponsor no later than the exact time and date indicated on the fact of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

7. Errors in Bids

- A. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specification before the submitting bids; failure to do so shall be at the bidder's own risk and he cannot secure relief on the plea of error.

8. Award of Contract

- A. The contract will be awarded to that responsive and responsible bidder whose bid will be most advantageous to the Sponsor, price and other factors considered. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resource.
- B. The Sponsor reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the program and to waive informalities and minor irregularities in bids received.

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C. The Sponsor reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who, investigation shows, is not in a position to perform the contract.

9. Late Bids, Modification of Bids or Withdrawals of Bids

- A. Any bid received after the exact time specified for receipt will not be considered.
- B. Any modification or withdrawal of bid is subject to the same conditions as in (a) above.

SECTION D – SCOPE OF SERVICES

1. Contractor agrees to prepare meals (unitized if applicable) *inclusive_____ of milk to locations set out in Schedule A, attached hereto, and made a part hereof, subject to the terms and conditions of this solicitation.
2. All meals furnished must meet or exceed United States Department of Agriculture requirements set out in Schedule B, attached hereto and made a part hereof.
3. Contractor shall furnish meals as ordered by the Sponsor during the period of **10/01/2025_____ to **09/30/2026_____. Meals shall be served ***5_____ days a week.

* Insert "inclusive" or "exclusive" as applicable.
 ** Sponsor shall insert contract commencement date and expiration date.
 *** Sponsor shall insert appropriate number of serving days.

SECTION E – UNIT PRICE SCHEDULE AND INSTRUCTIONS

1. Bidders are asked to submit prices on the following meal types meeting the contract specifications set forth in Schedule C for meals to be prepared for all of the programs and/or homes stated in Schedule A. FOR EXAMPLE:

A. MEAL TYPE	B. ESTIMATED SERVINGS PER DAY	C. ESTIMATED NUMBER OF SERVING DAYS	D. UNIT PRICE	E. TOTAL PRICE
Breakfast	20 X	180 X	\$ 0.50 =	\$ 1,800 +
AM Supplement	X	X	\$ =	\$ +
Lunch	X	X	\$ =	\$ +
PM Supplement	X	X	\$ =	\$ +
Supper (Unitized Meal)	50 X	180 X	\$ 1.00 =	\$ 9,000 +
			TOTAL BID =	\$ 10,800 =



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- A. Sponsor shall indicate which meal types the contractor will be providing meals for during the contract period. If unitized meals will be required, the institution must indicate so by placing "unitized meal" in parenthesis after the meal type.
- B. Sponsor shall fill in the estimated number of meals that will be served each day by meal type during the contract period.
- C. Sponsor shall fill in the number of anticipated operating days that meals will be served during the contract period.
- D. The Contractor or food service management company shall insert the appropriate unit price for each meal type as indicated by the institution.
- E. Institution shall calculate total price by multiplying B x C x D.

NOTE: In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the Sponsor during the term of the contract to secure all its needs from the successful contractor and such contract shall bind the contractor to perform all such work ordered by the Sponsor at prices specified in the contract. Award will be made to a single responsive, responsible bidder on the basis of the lowest aggregate cost to the Sponsor. Evaluation of prices shall be on the basis of the estimated requirements set forth herein.

SECTION F - REQUIREMENTS CONTRACT

This is a requirements contract for the services specified in the schedule and for the period set forth therein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the Sponsor's requirements for services set forth in the Schedule A do not result in orders in the amounts of quantities described as "estimated" in the Schedule, such event shall not constitute the basis for an equitable price adjustment under this contract.

The Sponsor shall not be required to purchase from the contractor requirements in excess of the limit on total orders under this contract, if any.

The Sponsor may issue orders, which provide for preparation for or performance at multiple destinations.

The Sponsor shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in the schedule A will be dependent upon the needs and requirements of the Sponsor.

1. **Pricing** shall be on the menus described in Schedule B1. All bidders must submit bids on the same menu cycle provided by the Sponsor. Bid price must include price of food, milk (if applicable),



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packaging, transportation, labor, and all other related costs as applicable (e.g., condiments, utensils, etc.).

2. Evaluation of Bidders

Each bidder will be evaluated on the following factors:

- A. Financial capability to perform a contract of the scope required.
 - B. Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable state and local health, safety and sanitation standards.
 - C. Previous experience of the bidder in performing services similar in nature and scope.
 - D. Other factors such as transportation capability, sanitation and packaging.
 - E. Bidders that do not satisfactorily meet the above criteria may be rejected as non-responsive and not considered for award.
3. The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specification and all associated preparation costs. Unit prices shall include taxes but any charges or taxes which are required to be paid under future laws must be paid by the bidder at no additional charge to the Sponsor.

4. Meal Orders

- A. Sponsors will order meals on *Wednesday of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each program and/or home and each type of meal.
- B. The Sponsor reserves the right to increase or decrease the number of meals ordered on a 48-hour notice or less if mutually agreed upon between the parties of this contract.
- C. The Sponsor reserves the right to add or delete programs and/or homes. This shall be done by amendment of the Schedule A. Deletion or addition of programs and/or homes will be made not less than one week prior to the required date of service.

***Sponsor must insert the day of the week in which meal orders will be placed.**

5. Menu-Cycle Change Procedure

- A. Meals shall be prepared on a daily basis in accordance with the menu cycle which appears in Schedule B1. Deviation from this menu cycle shall be permitted only upon authorization of the Sponsor. Menu changes may be made only when agreed upon by both parties. When an emergency exists which might prevent the contractor from preparing a specified meal



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component, the Contractor shall notify the Sponsor immediately so substitutions can be agreed upon. The Sponsor reserves the right to suggest menu changes within the food service management company's food cost periodically throughout the contract period.

6. Noncompliance

- A. The Sponsor reserves the right to inspect and determine the quality of food prepared and reject any meals which do not comply with the requirements and specifications on the contract. The contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not prepared within the specified time and meals may be rejected because they do not comply with the specifications. The Sponsor reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor shall be responsible for any excess cost but will receive no adjustment in the event the meals are procured at a lesser cost. The Sponsor or agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

7. Specifications

A. Packaging

- 1. Hot Meal Unit-Packaging suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° or (204 C) or higher.
- 2. Cold Meal Unit or Unnecessary to Heat – Container and overlay to be plastic or paper and non-toxic.
- 3. Cartons – Each carton shall be labeled. Label to include:
 - a. Processor's name and address (plant)
 - b. Item identity, meal type
 - c. Date of production
 - d. Quantity of individual units per carton
- 4. Meals shall be prepared with the following nonfood items: condiments, straws for milk, napkins, single service ware, etc. Sponsor shall insert nonfood items that are unnecessary for the meal to be eaten.

B. Food Preparation

- 1. Meals shall be prepared under properly controlled temperatures and assembled not more than 24-hours prior to delivery.



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C. Food Specifications

1. Bids are to be submitted on the menu cycle included as Schedule B1 and shall include, as a minimum, the portions specified by the United States Department of Agriculture for each meal, which are included in Schedule B, to this IFB and contract.
2. All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under a United States Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.
3. Product Specifications: Milk and milk products are defined as "...fluid types of pasteurized flavored and unflavored whole milk or low-fat milk, or skim milk or cultured buttermilk which meet state and local standards for such milk..." Milk delivered hereunder shall conform to these specifications.

SECTION G – GENERAL CONDITIONS

1. Delivery Requirements

Meals will be (Sponsor must check one)

- Delivered by the Contractor participating in this contract
- Picked up by the Sponsor
- Other, Specify _____

When applicable,

- A. Delivery shall be made by the contractor to each program and/or home in accordance with the order from the sponsor.
- B. Meals shall be daily delivered, unloaded and placed in the designated program center and/or home by the contractor's personnel at each of the locations and times listed in the Schedule A.
- C. Meals delivered to outside-school-hours care centers shall be unitized unless otherwise specified.
- D. The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.

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E. The Sponsor reserves the right to add or delete programs and/or homes. This shall be done by amendment of the Schedule A. Deletion or addition of programs and/or homes will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting centers and/or homes shall be negotiated and noted in the modification.

2. Supervision and Inspection

A. The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging in addition to the quality of products.

3. Record Keeping

A. Documentation and records of all meals prepared and/or delivered must be prepared by the contractor at a minimum in three copies: one for the contractor, one for third-party meal transport/delivery service, if applicable, one for the program and/or home personnel, if the Contractor is responsible for the delivery of meals, and one for the Sponsor. All documentation and records must be itemized to show the number of each meal type delivered to each center and/or home. Designees of the Sponsor at each program or home will check the adequacy of the preparation and/or delivery of all meals before signing the delivery ticket. Invoices shall be accepted by the Sponsor only if all daily documentation of meals prepared or delivered is signed by the Sponsor's designee at the meal production location and/or program and/or home, as applicable.

B. The contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.

C. The books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the state agency, representatives of the United States Department of Agriculture, the Sponsor and the Comptroller General of the United States at any reasonable time and place.

4. Method of Payment

A. The contractor shall submit its itemized invoice to the Sponsor biweekly, or monthly, as specified. Each invoice shall give a detailed breakdown of the number of meals prepared for each program and/or home during the preceding two weeks or month. Payment will be made at the unit price specified in the contract. No payment shall be made unless the required daily documentation of meals prepared or delivered have been signed by the program and/or home representative of the Sponsor.

"Sponsor and Vendor certify and agree that they will utilize, as is, the original contract, request for proposal, bid and/or addendum prepared by the State agency. The contract, request for proposal, bid and/or addendum may not be retyped or changed in any way, and amendments to the original contract, request for proposal, bid or addendum are not permitted. Sponsor and Vendor further certify and agree that they will not abide by any terms and conditions not contained in the original contract, request for proposal, bid and/or addendum."

5. Inspection of Facility

- A. The Sponsor, the state agency and the United States Department of Agriculture reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- B. The contractor's facilities shall be subject to periodic inspections by USDA, state and local health departments and any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with United States Department of Agriculture regulations.
- C. The contractor shall 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 served. Such 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 served by other establishments in the locality.

6. Availability of Funds

- A. The Sponsor shall have the option to cancel this contract if the federal government withdraws funds to support the Child and Adult Care Food Program. It is further understood that, in the event of cancellation of the contract, the Sponsor shall be responsible for meals that have already been prepared and assembled in accordance with this contract.

7. Number of Meals and Delivery Times

- A. The contractor must provide exactly the number of meals ordered. Counts of meals will be made at all meal production locations, programs and/or homes before meals are accepted. Damaged or incomplete meals shall not be included when the number of prepared or delivered meals is determined.

8. Emergencies

- A. In the event of unforeseen emergency circumstances, the contractor shall immediately notify the Sponsor by telephone of the following: (1) the impossibility of on-site delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than *45 minute(s) after specified mealtime.

*** The Sponsor shall set time in accordance with state agency instructions. Time cannot exceed 45 minutes.**

- B. Emergency circumstances at the program precluding utilization of meals are the concern of the Sponsor. The Sponsor may cancel orders provided it gives the contractor at least 48-hours' notice.

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- C. Adjustments for emergency situation affecting the contractor's ability to prepare meals, or Sponsor's ability to utilize meals, for periods longer than 24-hours will be mutually worked out between the contractor and the Sponsor.

9. Termination

- A. The Sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of the contract. The Sponsor shall notify the contractor of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Sponsor shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damages incurred by the Sponsor. The Sponsor shall negotiate a re-purchase contract on a competitive basis to arrive at a fair and reasonable price.
- B. The Sponsor shall give written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found, by the Institution that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to any officer or employee of the Sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be an issue and may be reviewed in any competent court.
- C. In the event this contract is terminated as provided in paragraph (B) hereof, the Sponsor shall be entitled (1) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (2) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- D. The rights and remedies of the Sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. Both the Sponsor and the contractor reserve the right to cancel this contract upon 30 days after written notice is provided to either party by the other.

10. Subcontracts and Assignments

- A. The contractor shall not subcontract and shall not assign, for the total meal, with or without milk or for the assembly of the meal.



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SECTION H – GENERAL PROVISIONS

1. Equal Opportunity

(The following clause is applicable unless this contract is exempt under the rules, regulations and relevant orders of the Secretary of Labor [41 CFR ch. 60].)

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to, the following: employment, layoff or termination; rates of pay or other forms of compensation; and to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this equal opportunity clause.
- B. The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union of workers' representative of the contractor's commitments under this equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the contractor's noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated and suspended, in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13,

"Sponsor and Vendor certify and agree that they will utilize, as is, the original contract, request for proposal, bid and/or addendum prepared by the State agency. The contract, request for proposal, bid and/or addendum may not be retyped or changed in any way, and amendments to the original contract, request for proposal, bid or addendum are not permitted. Sponsor and Vendor further certify and agree that they will not abide by any terms and conditions not contained in the original contract, request for proposal, bid and/or addendum."

1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provision will be finding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Clean Air and Water

(Applicable only if the contract exceeds \$100,000 or the contracting officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [41USC 1857c-8(c) (1)] or the Federal Water Pollution Control Act [33USC 1319 (c)] and is listed by EPA, or the contract is not otherwise exempt.]

A. The contractor agrees as follows:

- 1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (41 USC 1857, et. Seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 USC 1251, et. Seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry reports and information as well as other requirements specified in section 308 of the Air Act and the Water Act, respectively and all regulations and guidelines issued hereunder before the award of this contract.
- 2) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- 3) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- 4) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a) (4).



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B. The terms used in this clause have the following meanings:

- 1) The term "Air Act" means the Clean Air Act, as amended (41 USC 1857 et. seq., as amended by Public Law 91-604).
- 2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 USC 1251 et. seq., as amended by Public Law 92-500).
- 3) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitation, orders, controls, prohibitions or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under section 112(d) of the Air Act [42 USC 1857c-7(d)].
- 4) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, an authorized by section 402 of the Water Act (33 USC 1342) or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 USC 1317).
- 5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location site of operation contains or includes more than one building, plant, installation or structure, where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

3. Clean Air and Water Certification

(Applicable if bid or offer exceeds \$100,000 or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Water Act [42 USC 1857c-8(c)(1)] or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or is not otherwise exempt.)

"Sponsor and Vendor certify and agree that they will utilize, as is, the original contract, request for proposal, bid and/or addendum prepared by the State agency. The contract, request for proposal, bid and/or addendum may not be retyped or changed in any way, and amendments to the original contract, request for proposal, bid or addendum are not permitted. Sponsor and Vendor further certify and agree that they will not abide by any terms and conditions not contained in the original contract, request for proposal, bid and/or addendum."

The bidder certifies as follows:

- A. Any facility to be utilized in the performance of this proposed contract has , has not been listed on the Environmental Protection Agency List of Violating Facilities.
 - B. He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, United States Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
 - C. He will include substantially this certification, including this paragraph (c) in every nonexempt subcontract.
4. Energy Policy and Conservation act (P.L. 94 – 163)

Institutions shall insert 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.

"Sponsor and Vendor certify and agree that they will utilize, as is, the original contract, request for proposal, bid and/or addendum prepared by the State agency. The contract, request for proposal, bid and/or addendum may not be retyped or changed in any way, and amendments to the original contract, request for proposal, bid or addendum are not permitted. Sponsor and Vendor further certify and agree that they will not abide by any terms and conditions not contained in the original contract, request for proposal, bid and/or addendum."

SECTION I

CERTIFICATION – SPONSOR AND VENDOR

"Sponsor and Vendor certify and agree that they will utilize, as is, the original contract, request for proposal, bid and/or addendum prepared by the State agency. The contract, request for proposal, bid and/or addendum may not be retyped or changed in any way, and amendments to the original contract, request for proposal, bid or addendum are not permitted. Sponsor and Vendor further certify and agree that they will not abide by any terms and conditions not contained in the original contract, request for proposal, bid and/or addendum."

YMCA of Eastern Union County

Institution Name (Sponsor)

Melynda Disla - President/Chief Executive Officer

Printed Name and Title of Authorized Representative (Sponsor)

Melynda Disla
Signature of Authorized Representative (Sponsor)

June 26, 2025
Date Signed

Organization Name (Bidder)

Printed Name and Title of Authorized Representative (Bidder)

Signature of Authorized Representative (Bidder)

Date Signed



CHILD AND ADULT CARE FOOD PROGRAM
SCHEDULE A: CACFP FACILITY INFORMATION LIST

SFA NAME		YMCA of Eastern Union County						CACFP AGREEMENT #			CH-010771-UNN			
NAME OF SCHOOL	ADDRESS	DATES OF MEAL SERVICE		DAYS OF WEEK	TYPE OF MEAL	QUANTITY	DELIVERY TIME (if Applicable)	SERVING TIME	UNITIZED MEAL SERVICE (X)	OVS (X)	HOLDING FACILITIES		SPECIAL PROVISIONS	
		BEGIN	END								YES	NO		
YMCA Child Development Center	16-20 Jefferson Avenue, Elizabeth, NJ 07201	10/01/2025	09/30/2026	5 M-F	B	40		7:45am	X					
					AM									
					L	90		11:30am	X					SATELLITE MEAL SERVICE FROM CENTRAL KITCHEN (X)
					PM	85		2:45PM	X					
THE GATEWAY FAMILY YMCA - Rahway Branch	1564 Irving St, Rahway, NJ 07065	10/01/2025	09/30/2026	5 M-F	B	30		8:30AM	X					
					AM									
					L	30		11:30AM	X					SATELLITE MEAL SERVICE FROM CENTRAL KITCHEN (X)
					PM	30		2:00PM	X					
Five Points Branch	201 Tucker Avenue, Union, NJ 07083	10/01/2025	09/30/2026	5 M-F	B	75		8:00AM	X					
					AM									
					L	70		11:30AM	X					SATELLITE MEAL SERVICE FROM CENTRAL KITCHEN (X)
					PM	65		2:00PM	X					
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					AM									
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					AM									
					L									SATELLITE MEAL SERVICE FROM CENTRAL KITCHEN (X)
					PM									

**** Add additional Schedule A Sheets, as needed. *** Add Potential Future Facility Participation with Estimated Start Date.**

Child and Adult Care Food Program
USDA CHILD, INFANT, AND ADULT MEAL PATTERN REQUIREMENTS

SCHEDULE B

The meal pattern requirements for the Child and Adult Care Food Program (CACFP) are designed to provide nutritious and well-balance meals to each participant. Pursuant to CACFP Federal Regulations provided in 7 CFR 226.20, Schedule B represents the minimum requirements for this contract for meals served to adults, children and/or infants in the Program.

(See USDA Child, Infant, and Adult Meal Pattern requirements on the following pages)

Sponsor should check below if the adult, child and/or infant meal pattern is applicable for this contract.

- The USDA child meal pattern must be followed for the contract being executed.
- The USDA infant meal pattern must be followed for the contract being executed.
- The USDA child and infant meal patterns must be followed for the contract to be executed.
- The USDA Adult meal pattern must be followed for the contract to be executed.

CHILD AND ADULT CARE FOOD PROGRAM

Infant Meal Pattern

Infants	Birth through 5 months	6 through 11 months
Breakfast, Lunch, or Supper	4-6 fluid ounces breast milk ¹ or formula ²	6-8 fluid ounces breast milk ¹ or formula; ² and 0-½ ounce equivalent infant cereal; ^{2,3} or 0-4 tablespoons: meat, fish, poultry, whole egg, cooked dry beans, peas, and lentils; or 0-2 ounces of cheese; or 0-4 ounces (volume) of cottage cheese; or 0-4 ounces or ½ cup of yogurt; ⁴ or a combination of the above; ⁵ and 0-2 tablespoons vegetable or fruit, or a combination of both. ^{5,6}
Snack	4-6 fluid ounces breast milk ¹ or formula ²	2-4 fluid ounces breast milk ¹ or formula; ² and 0-¼ ounce equivalent bread; ^{3,7} or 0-¼ ounce equivalent crackers; ^{3,7} or 0-¼ ounce equivalent infant cereal; ^{2,3} or 0-¼ ounce equivalent ready-to-eat breakfast cereal; ^{3,5,7,8} and 0-2 tablespoons vegetable or fruit, or a combination of both. ^{5,6}

Endnotes

- ¹ Breast milk or formula, or portions of both, must be served; however, it is recommended that breast milk be served from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breast milk per feeding, a serving of less than the minimum amount of breast milk may be offered, with additional breast milk offered at a later time if the infant will consume more.
- ² Infant formula and dry infant cereal must be iron-fortified.
- ³ Information on crediting grain items may be found in FNS guidance.
- ⁴ Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).
- ⁵ A serving of this component is required when the infant is developmentally ready to accept it.
- ⁶ Fruit and vegetable juices must not be served.
- ⁷ A serving of grains must be whole grain-rich, enriched meal, enriched flour, bran, or germ.
- ⁸ Through Sept. 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce.

CHILD AND ADULT CARE FOOD PROGRAM

Breakfast Meal Pattern

Select the appropriate components for a reimbursable meal.

Minimum Quantities

Meal components and food items ¹	Ages 1 – 2	Ages 3 - 4	Ages 6-12	Ages 13-18	Adult participants
Fluid Milk	4 fluid ounces ³	6 fluid ounces ⁴	8 fluid ounces ⁵	8 fluid ounces ⁵	8 fluid ounces ⁶
Vegetables, fruits, or portions of both ⁷	¼ cup	½ cup	½ cup	½ cup	½ cup
Grains ⁸	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalent

Endnotes

¹ Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.

² At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.

³ Must be unflavored whole milk for children age 1.

⁴ Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁵ May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁶ May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in the place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).

⁷ Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.

⁸ Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Meats/meat alternates may be offered in place of the entire grains requirement, up to 3 times per week at breakfast. One ounce equivalent of meats/meat alternates credits equal to one ounce equivalent of grains. Through Sept. 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items and meats/meat alternates may be found in FNS guidance.

CHILD AND ADULT CARE FOOD PROGRAM

Lunch and Supper Meal Pattern

Select the appropriate components for a reimbursable meal. **Minimum Quantities**

Meal components and food items ¹	Ages 1 – 2	Ages 3 - 4	Ages 6-12	Ages 13-18	Adult participants
Fluid Milk	4 fluid ounces ³	6 fluid ounces ⁴	8 fluid ounces ⁵	8 fluid ounces ⁵	8 fluid ounces ⁶
Meats/meat alternates ⁷	1 ounce equivalent	1½ ounce equivalents	2 ounce equivalent	2 ounce equivalent	2 ounce equivalent
Vegetables ⁸	½ cup	¼ cup	½ cup	½ cup	½ cup
Fruits ⁸	½ cup	¼ cup	¼ cup	¼ cup	½ cup
Grains ⁹	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalent

Endnotes

¹ **Must serve all 5 components for a reimbursable meal.** Offer versus serve is an option for at-risk afterschool care and adult day care centers.

² **At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.**

³ **Must serve unflavored whole milk to children age 1.**

⁴ **Must serve unflavored milk to children 2 through 5 years old.** The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁵ **May serve unflavored or flavored milk to children ages 6 and older.** The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁶ **May serve unflavored or flavored milk to adults.** The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. 6 ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. A serving of fluid milk is optional for suppers served to adult participants.

⁷ **Alternate protein products must meet the requirements in Appendix A to Part 226.** Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.

⁸ **Juice must be pasteurized.** Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day. A vegetable may be offered to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

⁹ **Must serve at least one whole grain-rich serving per day.** Grain-based desserts may not be used to meet the grains requirement. Through Sept.30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.

CHILD AND ADULT CARE FOOD PROGRAM

Snack Meal Pattern

Select the appropriate components for a reimbursable meal.

Minimum Quantities

Meal components and food items ¹	Ages 1 – 2	Ages 3 - 4	Ages 6-12	Ages 13-18	Adult participants
Fluid Milk	4 fluid ounces ³	4 fluid ounces ³	8 fluid ounces ⁵	8 fluid ounces ⁵	8 fluid ounces ⁶
Meats/meat alternates ⁷	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	1 ounce equivalent
Vegetables ⁸	½ cup	½ cup	¾ cup	¾ cup	½ cup
Fruits ⁸	½ cup	½ cup	¾ cup	¾ cup	½ cup
Grains ⁹	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	1 ounce equivalent

Endnotes

¹ Must serve two of the five components for a reimbursable snack. Milk and juice may not be served as the only two items in a reimbursable snack.

² At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.

³ Must serve unflavored whole milk to children age 1.

⁴ Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁵ May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁶ May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk, once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk.

⁷ Alternate protein products must meet the requirements in Appendix A to Part 226. Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.

⁸ Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.

⁹ Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Through Sept. 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.



"Sponsor and Vendor certify and agree that they will utilize, as is, the original contract, request for proposal, bid and/or addendum prepared by the State agency. The contract, request for proposal, bid and/or addendum may not be retyped or changed in any way, and amendments to the original contract, request for proposal, bid or addendum are not permitted. Sponsor and Vendor further certify and agree that they will not abide by any terms and conditions not contained in the original contract, request for proposal, bid and/or addendum."

CHILD AND ADULT CARE FOOD PROGRAM

SCHEDULE B1

Monthly Menu Cycle

Sponsor Instructions: Sponsor must attach a menu cycle for each program.

Failure to attach your program menu will result in disqualification of your bid procurement, and as a result, you will be required to rebid, due to the noncompliant, incomplete bid package.

Menu must meet compliance with all USDA Meal Pattern Requirements.

See Page 25 for Additional CACFP Meal Pattern Requirements.

ALL BIDDERS MUST RECEIVE THE SAME SPONSOR PROVIDED BID CONTRACT MENU

"Sponsor and Vendor certify and agree that they will utilize, as is, the original contract, request for proposal, bid and/or addendum prepared by the State agency. The contract, request for proposal, bid and/or addendum may not be retyped or changed in any way, and amendments to the original contract, request for proposal, bid or addendum are not permitted. Sponsor and Vendor further certify and agree that they will not abide by any terms and conditions not contained in the original contract, request for proposal, bid and/or addendum."

Updated Meal Pattern Menu Requirements Checklist for Children and Adults

- Juice is limited to once per day.

- A vegetable and fruit must be served during lunch and supper meals. The fruit component may be substituted for a vegetable at lunch and supper meals; when two vegetables are served, they are two different kinds of vegetables.

- At least one serving of grains per day must be whole grain-rich.

- Meat/meat alternates may replace the entire grains component at breakfast a maximum of three times per week.

- Yogurt may replace milk once per day for adults only.

- The required type of milk is listed for each age group (2% milk is not creditable for any age group):
 - Age 1 year: Unflavored whole milk;
 - Ages 2-5 years: Unflavored 1% low-fat or fat-free milk; and
 - Ages 6-18 years and Adults: Unflavored 1% low-fat, unflavored fat-free, flavored 1% low-fat or flavored fat-free milk. (Flavored low-fat milk, effective October 1, 2018.)

- Breakfast cereals contain no more than 6 grams of sugar per dry ounce.

- Yogurt contains no more than 23 grams of sugar per 6 ounces.

- Tofu and soy yogurt may be served as a meat alternate.

“Sponsor and Vendor certify and agree that they will utilize, as is, the original contract, request for proposal, bid and/or addendum prepared by the State agency. The contract, request for proposal, bid and/or addendum may not be retyped or changed in any way, and amendments to the original contract, request for proposal, bid or addendum are not permitted. Sponsor and Vendor further certify and agree that they will not abide by any terms and conditions not contained in the original contract, request for proposal, bid and/or addendum.”

**NEW JERSEY DEPARTMENT OF AGRICULTURE
CHILD AND ADULT CARE FOOD PROGRAM**

SCHEDULE C

UNIT PRICE SCHEDULE

Bid Number: 01-2026
Contract Dates
From: 10/01/2025 To: 09/30/2026

Instructions: **The sponsor must complete columns A., B., and C.** listing each meal type, the estimated number of meals served by type each day and anticipated operating days that meals will be served during the contract period. *If unitized meals will be required, the sponsor must indicate that by placing “unitized meal” in parenthesis after the meal type.

The food service management company must complete column D. listing the appropriate unit price for each meal type designated by the sponsor.

The sponsor must calculate the total price, column E., by multiplying B. x C. x D.

A. MEAL TYPE	B. ESTIMATED SERVINGS PER DAY		C. ESTIMATED NUMBER OF SERVING DAYS		D. UNIT PRICE	E. TOTAL PRICE
Breakfast	145	X	240	X	\$ =	\$ +
AM Supplement		X		X	\$ =	\$ +
Lunch	190	X	240	X	\$ =	\$ +
PM Supplement	180	X	240	X	\$ =	\$ +
Dinner		X		X	\$ =	\$ +
					TOTAL BID =	\$ =

Grand Total Annual Estimated Bid (Sponsor list verified total on page 1) \$ _____

Printed Name of Authorized Representative (Bidder)

Organization Name (Bidder):

Signature of Authorized Representative (Bidder)

Bid Submission Date:

7/1/2025 - 7/4/2025

Month/Year:

Minimum Serving Size by Age Group

1-2 3-5 6-12 13-18

Date:

Monday Tuesday Wednesday Thursday Friday

Breakfast	Age Groups				Monday	Tuesday	Wednesday	Thursday	Friday
	1-2	3-5	6-12	13-18					
Milk	1/2 cup	3/4 cup	1 cup	1 cup	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Closed for Holiday
Fruit/Vegetable	1/4 cup	1/2 cup	1/2 cup	1/2 cup	Orange Slices	pear slices	Peach Slices	Banana	
Grains/Bread	1/2 serv	1/2 serv	1 serv	1 serv	Cold Cereal*	WG Mini Pancake	WG English Muffin	Cold Cereal*	
Meat/Meat Alternate									
Lunch	Age Groups				Monday	Tuesday	Wednesday	Thursday	Friday
	1-2	3-5	6-12	13-18	1-2	1-2	1-2	1-2	1-2
Milk	1/2 cup	3/4 cup	1 cup	1 cup	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Closed for Holiday
Fruit	1/8 cup	1/4 cup	1/4 cup	1/4 cup	Mixed Fruit	Pineapple Chunks	Tropical Fruit	Mandarin Oranges	
Vegetable	1/8 cup	1/4 cup	1/2 cup	1/2 cup	Sweet Potato Fries	Green Beans	Green Garden Salad	Sugar Snap Peas	
Grains/Bread	1/2 serv	1/2 serv	1 serv	1 serv	WG Roll	Macaroni Noodles	Corn Bread	WG Brown Rice	
Meat/Meat Alternate	1 oz	1 1/2 oz	2 oz	2 oz	Hamburger Patty w/Cheese On Roll	Macaroni & Cheese	Turkey Bean Chili	Baked Chicken Strips	
Snack	Age Groups				Monday	Tuesday	Wednesday	Thursday	Friday
	1-2	3-5	6-12	13-18	1-2	1-2	1-2	1-2	1-2
Milk	1/2 cup	1/2 cup	1 cup	1 cup					
Fruit	1/2 cup	1/2 cup	3/4 cup	3/4 cup	Tangerine Wedges	Bananas			Closed for Holiday
Vegetable	1/2 cup	1/2 cup	3/4 cup	3/4 cup					
Grains/Bread	1/2 serv	1/2 serv	1 serv	1 serv	Animal Crackers	Pretzel Sticks	Carrot Sticks	Celery Sticks/Raisins	
Meat/Meat Alternate	1/2 oz	1/2 oz	1 oz	1 oz					
Water (if milk or juice is not component of snack)					Water	Water	Water	cream cheese	Water

*Cold cereal options - cheerios, rice chex, rolled oats, kix, special k

7/7/2025 - 7/11/2025

Month/Year:

Minimum Serving Size by Age Group					Monday	Tuesday	Wednesday	Thursday	Friday	
					1-2	3-5	6-12	13-18	Date:	
Breakfast					Age Groups		1-2		3-5	
					Planned/Prepared					
					Served					
Milk	1/2 cup	3/4 cup	1 cup	1 cup	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	
Fruit/Vegetable	1/4 cup	1/2 cup	1/2 cup	1/2 cup	Apple	Pineapple Chunks	Pear Slices	Banana	Pear Slices	
Grains/Bread	1/2 serv	1/2 serv	1 serv	1 serv	WG muffin	Bagel	Cold Cereal*	croissant	WG muffin	
Meat/Meat Alternate										
Lunch					Age Groups		1-2		3-5	
					Planned/Prepared					
					Served					
Milk	1/2 cup	3/4 cup	1 cup	1 cup	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	
Fruit	1/8 cup	1/4 cup	1/4 cup	1/4 cup	Tropical Fruit	Applesauce	Orange Slices	Grapes	Pear Slices	
Vegetable	1/8 cup	1/4 cup	1/2 cup	1/2 cup	Mashed Potatoes	Broccoli	Peas	Corn	Green Beans	
Grains/Bread	1/2 serv	1/2 serv	1 serv	1 serv	WG Roll	Brown Rice	WG Roll	Whole Corn Taco Shells	Rotini Noodles	
Meat/Meat Alternate	1 oz	1 1/2 oz	2 oz	2 oz	Turkey Meatballs	Sweet & Sour Chicken	Turkey Slider	Bean Taco	Chicken Alfredo	
Snack					Age Groups		1-2		3-5	
					Planned/Prepared					
					Served					
Milk	1/2 cup	1/2 cup	1 cup	1 cup						
Fruit	1/2 cup	1/2 cup	3/4 cup	3/4 cup		blueberries		100% fruit juice	Grapes	
Vegetable	1/2 cup	1/2 cup	3/4 cup	3/4 cup	Salsa		Three Bean Salad			
Grains/Bread	1/2 serv	1/2 serv	1 serv	1 serv	Whole Corn Tortilla Chips		WG Soft Pita	pretzels		
Meat/Meat Alternate	1/2 oz	1/2 oz	1 oz	1 oz		plain yogurt			Cheddar Cheese	
Water (if milk or juice is not component of snack)					Water	Water	Water	Water	Water	

*Cold cereal options - cheerios, rice chex, rolled oats, kix, special k

7/14/2025 - 7/18/2025

Month/Year:

Minimum Serving Size by Age Group

1-2 3-5 6-12 13-18

Date:

Monday

Tuesday

Wednesday

Thursday

Friday

	Monday				Tuesday				Wednesday				Thursday				Friday			
	1-2	3-5	6-12	13-18	1-2	3-5	6-12	13-18	1-2	3-5	6-12	13-18	1-2	3-5	6-12	13-18	1-2	3-5	6-12	13-18
Breakfast	Age Groups																			
	Planned/Prepared				Planned/Prepared				Planned/Prepared				Planned/Prepared				Planned/Prepared			
	Served				Served				Served				Served				Served			
Milk	1/2 cup	3/4 cup	1 cup	1 cup	Whole, 1% or Fat-Free	Banana	Whole, 1% or Fat-Free	pear	Whole, 1% or Fat-Free	apple	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free
Fruit/Vegetable	1/4 cup	1/2 cup	1/2 cup	1/2 cup	Blueberries	Banana	Whole, 1% or Fat-Free	pear	Whole, 1% or Fat-Free	apple	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free
Grains/Bread	1/2 serv	1/2 serv	1/2 serv	1 serv	Cold Cereal*	Bagel	Cold Cereal*	Muffin	Muffin	Cold Cereal*	Cold Cereal*	Cold Cereal*	Cold Cereal*	Cold Cereal*	Cold Cereal*	Cold Cereal*	Cold Cereal*	Cold Cereal*	Cold Cereal*	Cold Cereal*
Meat/Meat Alternate																				
Lunch	Age Groups																			
	Planned/Prepared				Planned/Prepared				Planned/Prepared				Planned/Prepared				Planned/Prepared			
	Served				Served				Served				Served				Served			
Milk	1/2 cup	3/4 cup	1 cup	1 cup	Whole, 1% or Fat-Free	Mandarin Oranges	Whole, 1% or Fat-Free	Tropical Fruit	Whole, 1% or Fat-Free	Pineapple Chunks	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free
Fruit	1/8 cup	1/4 cup	1/4 cup	1/4 cup	Peach Slices	Celery	Whole, 1% or Fat-Free	Roasted Potatoes	Whole, 1% or Fat-Free	Carrots Diced	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free
Vegetable	1/8 cup	1/4 cup	1/2 cup	1/2 cup	Green Garden Salad	WG Bread	Whole, 1% or Fat-Free	WG Roll	Whole, 1% or Fat-Free	Brown Rice	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free
Grains/Bread	1/2 serv	1/2 serv	1 serv	1 serv	WG Tortilla	Sun Butter Sandwich w/Cheese Stick	Whole, 1% or Fat-Free	BBQ Pork on a Roll	Whole, 1% or Fat-Free	Stir-Fry - Rice and Chicken	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free
Meat/Meat Alternate	1 oz	1 1/2 oz	2 oz	2 oz	Tortilla Chicken Roll Up		Whole, 1% or Fat-Free		Whole, 1% or Fat-Free		Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free
Snack	Age Groups																			
	Planned/Prepared				Planned/Prepared				Planned/Prepared				Planned/Prepared				Planned/Prepared			
	Served				Served				Served				Served				Served			
Milk	1/2 cup	1/2 cup	1 cup	1 cup	100% fruit juice	cucumbers	100% fruit juice		100% fruit juice		100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice
Fruit	1/2 cup	1/2 cup	3/4 cup	3/4 cup		goldfish crackers	100% fruit juice		100% fruit juice		100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice
Vegetable	1/2 cup	1/2 cup	3/4 cup	3/4 cup		WG Soft Pita	100% fruit juice		100% fruit juice		100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice
Grains/Bread	1/2 serv	1/2 serv	1 serv	1 serv	plain graham cracker	Hummus	100% fruit juice		100% fruit juice		100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice
Meat/Meat Alternate	1/2 oz	1/2 oz	1 oz	1 oz		Water	100% fruit juice		100% fruit juice		100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice	100% fruit juice
Water (if milk or juice is not component of snack)																				

*Cold cereal options - cheerios, rice chex, rolled oats, kix, special k

7/21/2025 - 7/25/2025

Month/Year:

Minimum Serving Size by Age Group					Monday	Tuesday	Wednesday	Thursday	Friday					
					1-2	3-5	6-12	13-18	Date:					
Breakfast					Age Groups		1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5
					Planned/Prepared									
					Served									
Milk	1/2 cup	3/4 cup	1 cup	1 cup	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free					
Fruit/Vegetable	1/4 cup	1/2 cup	1/2 cup	1/2 cup	Orange Slices	Applesauce	Peach Slices	Banana	Pear Slices					
Grains/Bread	1/2 serv	1/2 serv	1 serv	1 serv	Cold Cereal*	WG Mini Pancake	WG English Muffin	Cold Cereal*	WG Muffin					
Meat/Meat Alternate														
Lunch					Age Groups		1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5
					Planned/Prepared									
					Served									
Milk	1/2 cup	3/4 cup	1 cup	1 cup	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free	Whole, 1% or Fat-Free					
Fruit	1/8 cup	1/4 cup	1/4 cup	1/4 cup	Mixed Fruit	Pineapple Chunks	Tropical Fruit	Mandarin Oranges	Pear Slices					
Vegetable	1/8 cup	1/4 cup	1/2 cup	1/2 cup	Sweet Potato Fries	Green Beans	Green Garden Salad	Sugar Snap Peas	Sweet Potato Fries					
Grains/Bread	1/2 serv	1/2 serv	1 serv	1 serv	WG Roll	Macaroni Noodles	Corn Bread	WG Brown Rice	WG Dinner Roll					
Meat/Meat Alternate	1 oz	1 1/2 oz	2 oz	2 oz	Hamburger Patty w/Cheese On Roll	Macaroni & Cheese	Turkey Bean Chili	Baked Chicken Strips	Chicken Nuggets					
Snack					Age Groups		1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5
					Planned/Prepared									
					Served									
Milk	1/2 cup	1/2 cup	1 cup	1 cup										
Fruit	1/2 cup	1/2 cup	3/4 cup	3/4 cup	Tangerine Wedges	Bananas			Applesauce					
Vegetable	1/2 cup	1/2 cup	3/4 cup	3/4 cup			Carrot Sticks	Celery Sticks/Raisins						
Grains/Bread	1/2 serv	1/2 serv	1 serv	1 serv	Animal Crackers	Pretzel Sticks	WG Baked Pita Chips		WG Crackers					
Meat/Meat Alternate	1/2 oz	1/2 oz	1 oz	1 oz				cream cheese						
Water (if milk or juice is not component of snack)					Water	Water	Water	Water	Water					

*Cold cereal options - cheerios, rice chex, rolled oats, kix, special k

7/28/2025 - 7/31/2025

Month/Year:

Minimum Serving Size by Age Group

Monday

Tuesday

Wednesday

Thursday

1-2 3-5 Date:

			1-2		3-5		1-2		3-5		1-2		3-5		1-2		3-5		
Breakfast	Age Groups		1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5	
	Planned/Prepared																		
	Served																		
Milk	1/2 cup	3/4 cup	Whole, 1% or Fat-Free		Whole, 1% or Fat-Free		Whole, 1% or Fat-Free		Whole, 1% or Fat-Free		Whole, 1% or Fat-Free		Whole, 1% or Fat-Free		Whole, 1% or Fat-Free		Whole, 1% or Fat-Free		
Fruit/Vegetable	1/4 cup	1/2 cup	apple		Pear Slices		Honeydew Slices		Banana										
Grains/Bread	1/2 serv	1/2 serv	Cold Cereal*		WG Muffin		Cold Cereal*		Croissant										
Meat/Meat Alternate																			
Lunch			1-2		3-5		1-2		3-5		1-2		3-5		1-2		3-5		
	Age Groups		1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5	
	Planned/Prepared																		
	Served																		
Milk	1/2 cup	3/4 cup	Whole, 1% or Fat-Free		Whole, 1% or Fat-Free		Whole, 1% or Fat-Free		Whole, 1% or Fat-Free		Whole, 1% or Fat-Free		Whole, 1% or Fat-Free		Whole, 1% or Fat-Free		Whole, 1% or Fat-Free		
Fruit	1/8 cup	1/4 cup	Tropical Fruit		Applesauce		Orange Slices		Grapes										
Vegetable	1/8 cup	1/4 cup	Mashed Potatoes		Broccoli		Peas		Corn										
Grains/Bread	1/2 serv	1/2 serv	WG Roll		Brown Rice		WG Roll		Whole Corn Taco Shells										
Meat/Meat Alternate	1 oz	1 1/2 oz	Turkey Meatballs		Sweet & Sour Chicken		Turkey Slider		Bean Taco										
Snack			1-2		3-5		1-2		3-5		1-2		3-5		1-2		3-5		
	Age Groups		1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5	1-2	3-5	
	Planned/Prepared																		
	Served																		
Milk	1/2 cup	1/2 cup																	
Fruit	1/2 cup	1/2 cup			Grapes				Mandarin orange cup										
Vegetable	1/2 cup	1/2 cup	Salsa				Three Bean Salad												
Grains/Bread	1/2 serv	1/2 serv	Whole Corn Tortilla Chips				WG Soft Pita		pretzels										
Meat/Meat Alternate	1/2 oz	1/2 oz			Cheddar Cheese														
Water (if milk or juice is not component of snack)			Water		Water		Water		Water										

*Cold cereal options - cheerios, rice chex, rolled oats, kix, special k