

# **Child Care Food Program (CCFP) Standard Catering Contract**

FFY 2015-2016



**Bureau of Child Care Food Programs  
4052 Bald Cypress Way, Bin #A-17  
Tallahassee, Florida 32399-1727  
Phone: 850.245.4323  
Fax: 850.414.1622  
Web site: [www.floridahealth.gov/ccfp/](http://www.floridahealth.gov/ccfp/)**

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# TABLE OF CONTENTS

<b>Overview:</b> .....	<b>4</b>
<b>1.01 Purpose:</b> .....	4
<b>1.02 Definitions:</b> .....	4
<b>1.03 Parties Encouraged to Seek Legal Counsel:</b> .....	7
<b>1.04 Monetary Threshold for Catering Contract:</b> .....	7
<b>1.05 The Department’s Role in Contract Administration:</b> .....	7
<b>1.06 Approved Competitive Contracting Procedures:</b> .....	8
<b>1.07 General Requirements of Caterer:</b> .....	9
<b>1.08 Evaluation of Quotes or Bids:</b> .....	9
<b>1.09 Basis for Award:</b> .....	10
<b>1.10 Term of Contract Renewal:</b> .....	10
<b>1.11 Federal Policy Prohibiting Discrimination:</b> .....	10
<b>1.12 E-Verify Registration</b> .....	11
<b>1.13 Questions and Answers:</b> .....	11
<b>I. The Parties Agree to the Following General Terms:</b> .....	<b>12</b>
A. Scope of work: .....	12
B. Governing law: .....	12
C. The Florida Department of Health: .....	12
D. Department Approval Required: .....	12
E. Contract Price Terms, Payment and Termination for Failure to Make Payment: .....	12
F. Amendments: .....	14
G. Selection of cycle menu: .....	14
H. Special conditions and specifications: .....	14
I. Emergency Requirement: .....	14
J. Renewal: .....	15
K. Termination: .....	15
L. Business and Professional Qualifications: .....	17
M. Independent Capacity of Parties: .....	17
N. Conflict of Interest: .....	17
O. Void if Disqualified: .....	17
P. Enforceability: .....	18
Q. Default: .....	18
R. Energy Policy and Conservation Act (P.L. 94-163): .....	18
S. Buy American Requirement: .....	18
T. Geographic Preference: .....	19
Institutions may apply a geographic preference when procuring catered meal service to include unprocessed locally grown or locally raised agricultural products. ....	19
U. Minority Participation: .....	19
V. Equal Employment Opportunity: .....	19
W. Mandatory Provisions: .....	19
X. Execution of Contract: .....	19
Y. Cost of Contract Preparation: .....	19
Z. Certificate of Independent Price Determination: .....	19
AA. Clean Air and Federal Water Pollution Control Act: .....	19
BB. Byrd Anti-Lobbying Amendment: .....	20
<b>II. The Caterer Agrees to:</b> .....	<b>20</b>
A. Regulatory Compliance: .....	20
B. Preference for Drug-Free Workplace: .....	20
C. Authority to Contract: .....	20
D. Supervision and Inspection Requirements: .....	20
E. Meal requirements, preparation, packaging and delivery: .....	20
F. Assignment and Subcontracting: .....	22
G. Access to Caterer Site: .....	22
H. Access to Records: .....	22

I. Repayment for Disallowed Meals: .....	23
J. Indemnification and Contract Insurance Requirement: .....	23
K. Conflict of Interest: .....	24
<b>III. The Institution or Facility Agrees to: .....</b>	<b>24</b>
A. Receiving Catered Meals: .....	24
B. Payment to the Caterer: .....	24
C. Meal Order Changes: .....	24
D. CCFP Catered Meal Records: .....	24
<b>IV. List of Attachments: .....</b>	<b>25</b>
Contract Signature Page .....	26
<b>Attachment 1 .....</b>	<b>i</b>
<b>Child Care Food Program Meal Pattern for Children .....</b>	<b>i</b>
<b>Attachment 2 .....</b>	<b>iv</b>
<b>Cycle Menu .....</b>	<b>iv</b>
<b>Attachment 3 .....</b>	<b>ix</b>
<b>Minimum Food Specifications and Exhibit A – Grains/Breads Requirement .....</b>	<b>ix</b>
<b>Attachment 4 .....</b>	<b>xx</b>
<b>CCFP “Boxed Lunch” Menus .....</b>	<b>xx</b>
<b>Attachment 5 .....</b>	<b>xxi</b>
<b>Meal Services to be Provided .....</b>	<b>xxi</b>
<b>Attachment 6 .....</b>	<b>xxii</b>
<b>Delivery Schedule .....</b>	<b>xxii</b>
<b>Attachment 7 .....</b>	<b>xxiii</b>
<b>Price Schedule .....</b>	<b>xxiii</b>
<b>Attachment 8 .....</b>	<b>xxiv</b>
<b>Institution Conflict of Interest Questionnaire .....</b>	<b>xxiv</b>
<b>Attachment 9 .....</b>	<b>xxv</b>
<b>Caterer Conflict of Interest Questionnaire .....</b>	<b>xxv</b>
<b>Attachment 10 .....</b>	<b>xxvi</b>
<b>Catered Meal Order Change Form .....</b>	<b>xxvi</b>
<b>Attachment 11 .....</b>	<b>xxvii</b>
<b>Bidder Acknowledgement Form .....</b>	<b>xxvii</b>
<b>Attachment 12 .....</b>	<b>xxviii</b>
<b>Certificate of Independent Price Determination .....</b>	<b>xxviii</b>

**CCFP Standard Catering Contract**  
**FFY 2015-20162015-2016**

**Overview:**

The overview items that follow are incorporated and adopted by reference into the terms and conditions of this contract.

**1.01 Purpose:**

The purpose of this Standard Catering Contract is to obtain Caterer services to furnish meals to children ages one and older participating in the Child Care Food Programs (CCFP) at designated child care centers. The Standard Catering Contract is provided for mandatory use by all CCFP Institutions or facilities using catering services pursuant to 7 CFR §§226.6(i) and 226.21.

The objective of the contract is to obtain CCFP standard meals, delivered to designated locations, on a predetermined schedule, in specific configuration and under strict quality control guidelines. Meals accepted at the child care facility locations are eligible for payment by the Institution or facility. CCFP reimbursement shall be dependent upon the Caterer and child care facility achieving the necessary standards to qualify delivered meals for reimbursement.

**1.02 Definitions:**

The following definitions shall apply to all terms and conditions:

1. Bid means an offer to perform catering service in accordance with the specifications and conditions of the governing contract for a set, stated price.
2. Bidder means a person who sells prepared meals, supplies and services for the CCFP. Such person must be included on the CCFP Caterer List to be eligible for the authority to bid for the opportunity to provide services under contract to a CCFP Institution or facility.
3. Bulk food means ready-to-eat foods for institution/facility self-dispensing.
4. Caterer means a person or business entity that submitted information to the Department that wishes to sell prepared meals, food related supplies, and services to CCFP participating Institutions.
5. CCFP means that portion of the Child and Adult Care Food Program enacted in Section 17 of the National School Lunch Act authorizing assistance to states through grants-in-aid and other means to initiate, maintain, and expand non-profit food service programs for children in nonresidential institutions which provide care. The CCFP is intended to enable such institutions to integrate a nutritious food service with organized care services for enrolled participants. Reimbursement payments for allowable costs are made under the CCFP by the State to the Institution that in turn is required to pay for meals received.
6. Center means a child care center, at-risk after school care center, an emergency shelter, or an outside-school-hours care center.
7. CFR means Code of Federal Regulations.
8. Child care center means any public or private nonprofit Institution or facility (except day care homes), or any for-profit center that is licensed or approved to provide nonresidential child care services to enrolled children, primarily of preschool age, including but not limited to day care centers, neighborhood centers, Head Start centers and organizations providing day care

services for children with disabilities. Child care centers may participate in the Program as independent centers or under the auspices of a sponsoring organization.

9. Child care facility means a licensed or approved child care center, at-risk after school care center, emergency shelter, or outside-school-hours care center under the auspices of a sponsoring organization.

10. Competitive sealed bid means a method of procurement whereby two or more sealed bids are publicly solicited and a firm fixed-price contract is awarded to the responsive, responsible bidder whose bid, conforming to all the material terms and conditions of the solicitation, is the lowest in price or a selected acceptable bid price based upon CCFP criteria.

11. Contract means a legally enforceable agreement duly executed by the authorized representative of the Institution or facility and the Caterer that calls for the provision of meals, supplies and services by the Caterer in accordance with all the conditions and specifications in the contract for a price to be paid by the Institution.

12. Cycle menu means a standard list of food items organized into daily meals meeting the USDA meal pattern. Cycle menus are provided in specific sequence and arrangement to vary the diet of CCFP participants and remain in compliance with the USDA meal pattern standards.

13. Day means a calendar day, without regard to weekend or holiday unless otherwise specified.

14. Department means the Florida Department of Health, Bureau of Child Care Food Programs, responsible for implementation and management of the CCFP in the State of Florida.

15. Emergency means those unplanned or unexpected situations preventing the Institution or Caterer from operating as normally planned. Emergency circumstances are normally declared by a government entity and are further defined in Part I, I of this contract.

16. Executed contract means a contract that has been signed and dated by both parties (authorized representatives of the Institution and Caterer). In those instances where the quoted or bid price for service under the original contract equals or exceeds \$50,000, such contract is not executed until it is approved by the Department and must be so approved prior to the parties executing and commencing service under that contract.

17. Facility means a sponsored child care center.

18. Fixed-price contract means a contract in which the Caterer is paid at a set or fixed rate per meal for a specific period of time.

19. FNS means Food and Nutrition Service, an office within the United States Department of Agriculture responsible for national implementation and oversight of the CCFP.

20. Formal competitive procedure means a method of obtaining catered meal service by an advertised sealed bid process.

20. Informal competitive procedure means a method of obtaining catered meal service by requesting price quotations for meals.

21. Institution means a sponsoring organization, child care center, at-risk afterschool care center, outside-school hours care center, or emergency shelter which enters into an agreement with the Department to assume final administrative and financial responsibility for Program operations.

22. Invitation to bid means a written solicitation for competitive sealed bids with the title, date and hour of the public bid opening. The written solicitation contains specifications and pertinent

attachments that define the items or services needed and upon which basis the bidder shall be required to respond.

23. Meals means food which is served to enrolled participants at an Institution or child care facility and which meets the meal pattern and nutritional requirements set forth in this contract.

24. Milk means pasteurized fluid types of unflavored or flavored whole milk, lowfat milk, skim milk, or cultured buttermilk which meet State and local standards for such milk. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and be consistent with State and local standards for such milk.

25. Monetary threshold means the procurement determination level based on an Institution's or a facility's total annual food costs. The monetary threshold for CCFP is \$100,000.

26. National disqualified list means the list, maintained by the USDA of institutions, responsible principals and responsible individuals disqualified from participation in the Program.

27. Noncompetitive negotiation means the procurement through solicitation of a proposal from only one or a very limited number of sources or after solicitation of a number of sources, competition is determined to be inadequate.

28. Nonprofit food service means all food service operations conducted by the Institution principally for the benefit of enrolled participants, from which all of the Program reimbursement funds are used solely for the operations or improvement of such food service.

29. Notice of Serious Deficiency means written notification from the Department or sponsor or USDA that an Institution or facility has been determined to be non-compliant in one or more aspects of its operation of the CCFP.

30. Program means the Child and Adult Care Food Program authorized by Section 17 of the National School Lunch Act, as amended.

31. Public/Military Institution or facility means any governmental child care center at the federal, state or local level.

32. Quotation or quote means the formal statement of a price at which a prospective Caterer is prepared to deliver specified services.

33. Responsive bidder means a caterer that appears on the CCFP Caterer List who has submitted a response to an Invitation to Bid for catering services.

34. Responsive potential Caterer means a caterer that appears on the CCFP Caterer List who has submitted a response to a solicitation for a quote for catering services.

35. Snack means a meal supplement that meets the meal pattern requirements specified in 7 CFR §226.20(b)(6) or (c)(4).

36. Solicitation means a verbal or written request by an Institution or facility to obtain catering services. Solicitations can be informal or formal based on the monetary threshold of the Institution or facility.

37. Unitized food means ready-to-eat foods pre-portioned.

38. USC means United States Code.

39. USDA means United States Department of Agriculture responsible for the administration, oversight and fund distribution for the CCFP and the requirements of governing federal regulations.

40. Yogurt means commercially coagulated milk products obtained by the fermentation of specific bacteria, that meet milk fat or milk solid requirements to which flavoring foods or ingredients may be added. These products are covered by the Food and Drug Administration's Standard of Identity for yogurt, lowfat yogurt, and nonfat yogurt, (21 CFR §131.200), (21 CFR §131.203), and (21 CFR §131.206), respectively.

### **1.03 Parties Encouraged to Seek Legal Counsel:**

The standard contract is a legal document. Entering into this agreement may affect the Institution's or facility's or Caterer's rights and responsibilities under Florida law. Each party to this contract will have individual legal concerns best addressed by an attorney representing that party's interests.

This standard contract is provided as required under the federal rules governing the CCFP. The Florida Department of Health (Department) is not permitted to provide legal advice regarding this contract. The Department is only permitted to explain the various terms, conditions and functions of the standard contract and may not advise parties as to their rights under the stated provisions. Any representation either implied or stated by any party or agent of the Department in this regard to the contrary shall have no effect and shall not be relied upon regarding this contract.

The Institution or facility and Caterer are therefore strongly encouraged to seek legal advice from an attorney licensed in the State of Florida familiar with contract law and CCFP requirements before entering into this contract. The Department will certainly discuss various provisions of the proposed contract with a properly licensed attorney representing either party to the proposed contract to answer any questions or concerns should either party make such arrangements.

Pursuant to 7 CFR §§226.6(1) and 226.21(b) and (c), the terms of this contract shall be applied uniformly throughout the state and are not subject to negotiation. Therefore, any communication with representatives from an Institution or facility or Caterer's attorney shall be for the sole purpose of providing information regarding the legal implications of the contract's terms and conditions.

### **1.04 Monetary Threshold for Catering Contract:**

- A. This Standard Catering Contract for catered meal service must be used by CCFP Institutions or facilities. Institutions or facilities with a total annual meal service cost up to \$100,000 may use informal procedures when securing a contract. Those with a total annual meal service cost at or above \$100,000 must use formal bid procedures.
- B. When following informal procedures to obtain catered meal services, the Institution or facility must obtain written quotes from at least three caterers.
- C. When following formal procedures to obtain catered meal services, the Institution or facility must provide written solicitation for sealed bids with the date and time of the public bid opening.
- D. The quotes or bids must include the unit price for each meal and the lowest grand total quote or bid must be accepted unless prior approval is obtained from the Department for choosing a Caterer with a higher quote or bid based on written justification.

### **1.05 The Department's Role in Contract Administration:**

- A. The Department is not a party to the contract. However, the Department provides the fiscal reimbursement to Institutions for creditable catered meals. These reimbursements are

subject to federal CCFP requirements. Consequently, the terms of the contract, its execution and validation of service are subject to the Department's review for purposes of validating program funding and reimbursement to the Institution.

- B. The Institution's or facility's continued participation in the CCFP is dependent on effective management and administration of the contract. The Caterer's continued service to CCFP Institutions or facilities is subject to the Caterer maintaining its current information with the Department.

#### **1.06 Approved Competitive Contracting Procedures:**

- A. Informal competitive procedures:

Institutions or facilities with an estimated contract monetary threshold of less than \$100,000 must obtain written quotes from at least three caterers. Quotes must include the unit price for each meal and the lowest grand total quote must be accepted unless prior approval is obtained from the Department for choosing a Caterer with a higher quote based on written justification.

- B. Formal competitive procedures:

Institutions or facilities with an estimated contract monetary threshold at or above \$100,000 must advertise bid proposals in a newspaper of general circulation with the specified date and time of bid opening. Public advertisement must occur at least fourteen (14) calendar days before the bid opening. Institutions or facilities and potential bidders (caterers) must follow formal bidding procedures outlined below:

1. Bids received prior to the time of the opening must be securely kept, unopened with date and time received recorded on the outside of a sealed envelope.
2. The date and time of the bid opening must not be changed by the Institution or facility after the bids have been received.
3. Bids must be opened at the specified date, place and time, and recorded. A bid must not be altered after the opening of the bids.
4. Only one bid may be offered by any one party. If more than one bid is offered by any one party, whether it is offered by or in the name of a clerk, partner, or other assistant or employee, then all bids from that party must be rejected.
5. Bids not submitted with a bidder acknowledgement form and submitted without specified attachments shall be rejected.
6. Bids must not be accepted after the date and time noted on the bidder acknowledgement form. It is the bidder's responsibility to assure that his/her bid is delivered at the proper time and place of the bid opening.
7. Potential bidders must complete and execute all mandatory attachments and the bidder acknowledgement form and submit the originals and one copy of each in a sealed envelope.
8. Potential bidders must include the Institution's or facility's name and address and date and time of the bid opening on the face of envelope.
9. If a bid is submitted via express mail or in a courier envelope, the bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded.
10. Offers by telegram, telephone, or email are not acceptable.

### **1.07 General Requirements of Caterer:**

- A. Caterer must appear on the CCFP Caterer List to provide quote or bid:
  - 1. Caterers responding to a solicitation for quotes or bids must appear on the CCFP Caterer List prior to submitting a quotation or bid for consideration. This may be completed consistent with the instructions on the CCFP Web page.
  - 2. Caterers must submit the following information annually by September 30<sup>th</sup> of each year to be included on the CCFP Caterer List: a completed Caterer Information Form; a copy of the current food service permit; a copy of the most recent food service inspection; and a copy of a current food service manager certification.
- B. Caterers providing quotes or bids shall carefully review all the materials contained herein and prepare responses accordingly. The quotation or bid shall be based on all the terms and conditions stated in this contract. The Caterer is responsible for the accuracy of all information provided in its bid and shall be required to perform according to the terms of the contract and its bid should it receive the contract award. The Caterer shall therefore be required to:
  - 1. Provide a quotation or bid based on the number, type and delivery location for meals specified in the request for quotation or bid.
  - 2. Provide a unit price per meal type requested, total price for each meal type, and its grand total quotation on Attachment 7, Price Schedule, columns 3, 4, and 5.
  - 3. Complete Attachment 9, Caterer Conflict of Interest Questionnaire
  - 4. Complete, if required by formal competitive procedures, Attachment 11, Bidder Acknowledgement Form, and Attachment 12, Certificate of Independent Price Determination.
  - 5. Type or print in ink all quote or bid proposals. Use of erasable ink is not permitted.
  - 6. Include the cost of food, milk, disposable meal service products, packaging, transportation and all other related costs (e.g., condiments, utensils, etc.) according to Attachment 5, Meal Services to be Provided and Attachment 7, Price Schedule, as part of the contract price.
  - 7. Not include unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period as part of the contract price.
- C. Caterer quote or bid inquiries:
  - 1. Questions related to the request for a quote or bid must be received in writing by the Institution or facility.
  - 2. Respondents to an informal quote or formal bid may not contact the Institution or facility between the date of the request for quotes or release of the bid and the end of the 72-hour evaluation for responsiveness period except in writing to the Institution or facility.
  - 3. Violation of this provision may be grounds for rejecting a quote or bid.

### **1.08 Evaluation of Quotes or Bids:**

- A. Quotes or bids that do not meet the requirements specified in this contract will be considered non-responsive. Responsive quotes or bids meeting the mandatory requirements will be evaluated. In the best interest of the Institution or facility, the Institution or facility reserves the right to reject any and all quotes or bids or waive any minor irregularity or technicality in the quotes or bids received. Caterers are cautioned to make no assumptions unless their quote or bid has been deemed responsive.

- B. In case of mathematical errors, the Caterer's unit price quotation or bid shall be considered the contract price. It is the Caterer's responsibility to understand the terms, conditions and specifications of the contract. Failure to do so will be at the Caterer's risk and no relief shall be provided under this contract for "error" once a contract is executed and agreed to by both parties.
- C. In case of identical tie quotes or bids, the Institution or facility shall determine the order of award in accordance with Rule 60A-1.011, F.A.C., Identical Evaluations of Responses.

**1.09 Basis for Award:**

- A. Each quotation or bid submitted shall be considered for responsiveness to the terms and conditions of the contract. In general, a single award shall be made to the responsive, responsible Caterer offering the lowest grand total price and meeting all stated requirements of this contract.
- B. The Institution may choose to award the contract to another Caterer meeting all contract requirements as permitted under 7 CFR §226.21(a)(7). However, in order to qualify for CCFP reimbursement for the catered meals in the contract, the Institution (or facility) must obtain Department approval prior to awarding the contract. In order to obtain that approval, the Institution (or facility) shall provide written justification to the Department explaining its reasons for not accepting the lowest catering contract quotation or bid. The Department shall issue its decision within ten days of receiving the Institution's (or facility's) completed request for consideration.
- C. All proposed catering contracts with a grand total amount of \$50,000 or higher must be approved by the Department, pursuant to 7 CFR §226.21(a)(7) prior to execution. Institutions or facilities may be penalized for failure to obtain prior Department approval.
- D. All corrections made by the Institution or facility and/or the Caterer to this contract shall be initialed and dated. The Institution or facility and the Caterer name shall appear on each page of the contract as required.

**1.10 Term of Contract Renewal:**

- A. The proposed contract is for a single federal fiscal year. The contract shall expire on September 30<sup>th</sup> of the contract year unless terminated earlier. This contract may be renewed for two additional one-year terms.
- B. Renewals must be negotiated and agreed to prior to the expiration of the current contract on or before September 30 of the contract year. Failure to complete the renewal process (unless switching to self preparation food service) will require that the Institution or facility obtain new quotations or bids for a new catering contract in order to qualify for CCFP reimbursement for catered meals. Public/military Institutions or facilities must comply with their governing authority's requirements when renewing contracts.
- C. The renewal process shall be at the sole discretion of the Institution (or facility) and will require the mutual agreement of both parties for completion. Renewal instructions and requirements are provided in a separate document.

**1.11 Federal Policy Prohibiting Discrimination:**

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or

in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider and employer.

#### **1.12 E-Verify Registration**

The Institution or facility agrees to use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of:

1. All persons employed during the Standard Catering Contract term by the Institution or facility to perform employment duties within Florida;
2. All persons (including subcontractors such as a Caterer) assigned by the Institution or facility to perform work pursuant to this Standard Catering Contract.

#### **1.13 Questions and Answers:**

All questions must be directed to the Institution or facility seeking the Caterer quotation or bid under this contract. The Institution or facility and Caterer may seek clarification or assistance from the Department when it is believed such assistance will be helpful in developing the most efficient and effective contract possible for the benefit of the children participating in the CCFP, the CCFP and the parties to this contract. The Department may also provide guidance on the terms and conditions of this contract.

Remainder of page intentionally left blank.

# CCFP STANDARD CATERING CONTRACT

**THIS CONTRACT** is entered into between \_\_\_\_\_ hereinafter referred to as the *Institution or facility* and \_\_\_\_\_ herein after referred to as the *Caterer*. This contract will become effective when an authorized representative of the last party has signed the contract and will expire on September 30, 20\_\_ unless extended by mutual agreement according to the terms of the contract and for no longer than one year with two one-year extensions permissible at the Institution's option. Either party may choose to terminate the contract at any time in accordance with the terms specified herein. Delivery of catered meals shall commence after the Institution or facility has received DOH approval to participate in the CCFP and DOH quote/bid acceptance approval (if required). The Institution or facility will notify the Caterer to commence meal delivery.

## **I. The Parties Agree to the Following General Terms:**

### **A. Scope of work:**

The scope of this contract is to provide meals specified by the Institution and deliver the specified meals to the site or sites the Institution identifies in the Delivery Schedule on Attachment 7 to this contract. Meals shall be delivered daily in accordance with all quote specifications and attachments regarding this contract. (See Attachments 1 - 7.)

### **B. Governing law:**

This contract shall be enforceable under the laws of Florida and parties shall be required to comply with all applicable federal and state laws, rules and regulations regarding the execution and enforcement of this contract and its use in the CCFP.

### **C. The Florida Department of Health:**

The Department is not a party to this contract nor is it responsible for its execution or the enforcement of any payments or performance. The Department's sole role is providing a standard contract pursuant to 7 CFR §226 and ensuring compliance with reimbursement and contracting conduct of CCFP Institutions or facilities. Any representation either implied or stated by any party, or any agent of the Department in this regard to the contrary, shall have no effect and shall not be relied upon regarding this contract.

### **D. Department Approval Required:**

The terms and conditions of this contract bear directly on the Institution's or facility's successful participation in the CCFP. Therefore, the Institution or facility is not permitted to receive reimbursement for catered meals under this contract if totaling \$50,000 or more until the Department has granted final approval of all terms and conditions of this contract consistent with its authority prescribed by 7 CFR §226. Consideration for reimbursement shall commence only after the date the Department grants final approval of all terms and conditions of this contract if totaling \$50,000 or more.

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

1. Prices, Terms and Payment: All prices are fixed for the duration of the contract period.

a. Taxes: Any applicable taxes are in addition to the quotation and are not included therein;

b. Cash Discounts: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for contract evaluation purposes.

c. Invoicing and Payment:

(1) The Caterer shall submit itemized invoices to the Institution biweekly or monthly. If the Institution is a sponsor of child care centers, the Caterer shall also provide a biweekly or monthly statement to each child care center to which it delivers meals that specifies the number of meals provided to the center, the unit price for each meal and the amount paid by the sponsor on the center's behalf.

(2) The Institution shall pay the Caterer the unit price specified in the Attachment 7, Price Schedule times meals provided as specified in the invoice. The Institution or facility shall pay:

(a) According to the time frame as stated on the Caterer's invoice; or

(b) 5 days after receiving CCFP reimbursement, whichever occurs sooner.

(c) No later than forty one days of its receipt of the invoice from the Caterer.

(3) The Caterer may impose the following late fees, but is not required to do so. Any late fees shall not be paid from CCFP funds. See Termination for Breach in Special Conditions for non-payment of services rendered.

<b>Time Period from invoice receipt date</b>	<b>Maximum late fee</b>	<b>Late fees</b>
<b>42 to 52 days</b>	<b>Two percent (2%) of the invoice or \$200 whichever amount is greater</b>	<b>1<sup>st</sup> fee</b>
<b>53 to 62 days</b>	<b>1<sup>st</sup> fee plus two percent (2%) of the invoice or \$200 whichever amount is greater</b>	<b>2<sup>nd</sup> fee</b>
<b>63 to 72 days</b>	<b>1<sup>st</sup> and 2<sup>nd</sup> fee plus two percent (2%) of the invoice or \$200 whichever amount is greater</b>	<b>3<sup>rd</sup> fee</b>
<b>73 to 82 days</b>	<b>1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> fee plus two percent (2%) of the invoice or \$200 whichever amount is greater</b>	<b>4<sup>th</sup> fee</b>

(4) The Caterer shall not receive payment for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period. Any payment denial shall be supported by delivery documentation demonstrating deviation from the requirements of this contract.

2. The contract price shall include:

- a. Price of food, milk, disposable meal service products, packaging;
- b. Transportation; and
- c. All other related costs (e.g., condiments, utensils, etc.).

3. The contract price does not include and the contractor is not authorized to charge costs for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period.

4. The Caterer may terminate service under this contract for nonpayment if the Institution has failed to make full payment for any invoice 60 or more days after that invoice is due and owing.

- a. The Caterer hereby waives its right for assistance with CCFP delinquent accounts through the CCFP, for catering services if it fails to terminate service upon the Institution's failure to make full payment for any invoice 63 or more days after that invoice is due and owing.
- b. Any claim the Caterer asserts for nonpayment shall be supported by all delivery records and invoices and a copy of the Institution's account payment history.

5. Non-payment for Spoilage:

- a. No payment shall be required nor made for meals that:
  - (1) Are spoiled or unwholesome at time of delivery; or
  - (2) Do not meet detailed specifications for each food component specified; or
  - (3) Do not otherwise meet the requirements of this contract.
- b. All meal specifications under this contract shall include but are not limited to cycle menu, grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time.

6. The Caterer shall use the following delinquent payment notification procedures in order to preserve its right to demand payment for catering services:

- a. For invoices not paid within 42 days after the Institution received the invoice (pursuant to this contract) the Caterer shall send the Institution a notice letter with a copy of the original invoice attached. The Caterer shall also provide a copy to the CCFP.
- b. When an invoice previously noticed when delinquent 42 days is still delinquent and not paid in full within 63 days after the Institution received the invoice, the Caterer must provide a second letter to the Institution with a copy of the original invoice attached and provide a copy to the CCFP.
- c. The Caterer shall suspend service or terminate its contract with the Institution if the Institution has failed to make full and complete payment for any invoice 63 or more days after that invoice is due and owing. The Caterer's failure to terminate its contract shall not waive the Caterer's right to seek payment under appropriate Florida law.

F. Amendments:

No amendments to this contract shall be enforced unless and until such amendments are:

1. In writing;
2. Agreed to and signed by each party; and
3. Approved by the Department for purposes of reimbursement.

G. Selection of cycle menu:

The Institution or facility has selected a state approved cycle menu included as Attachment 2 to this contract. This cycle menu shall be used to govern the meals prepared and delivered under this contract. The Institution or facility or the Caterer shall:

1. Not make menu substitutions except under emergency circumstances.
2. Seek approval from the Department of any menu changes and/or substitutions.
3. Document the need for the substitution to include what meal (or meal item) could not be provided and what meal (or meal item) was provided in its place.
4. Inform the Institution and/or facility(s) of the menu substitution prior to delivery.
5. Acknowledge that any menu substitution is subject to evaluation and meal disallowance at some future date under CCFP requirements and therefore bears the risk if it is found that the meal must be disallowed because such substitution does not qualify the meal for CCFP reimbursement.

H. Special conditions and specifications:

Any special conditions and specifications which vary from the general terms and conditions of this contract must be agreed on by both parties and approved by the Department prior to execution and attached to this contract. Any such attachments are adopted as part of this contract and shall have precedence.

I. Emergency Requirement:

1. Generally;
  - a. If the Institution or child care facility is required to close due to an emergency the Institution or facility shall be required to pay for all food previously delivered to a center.
  - b. CCFP will not reimburse for meals which are not served to enrolled children, regardless of the reason for the failure to serve the meal.
  - c. Institutions must notify the Caterer at the earliest time feasible if a child care center will be closed for any reason.
  - d. If the Caterer is required to close for any reason which prevents their ability to comply with the contract's requirements, the Institution or child care facility may terminate for breach and must:
    - (1) Contact the Caterer with the next lowest quote/bid for catering services, if breach occurred during original or initial catering contract year – new contract will be eligible for term renewal; or
    - (2) Contact a Caterer(s) from the CCFP Caterer List to finish term of contract at same unit prices and menu – contract not eligible for term renewal, and
    - (3) Follow competitive contracting procedures for upcoming fiscal year prior to September 30<sup>th</sup>, if replacement caterer is not selected under subsection I.1.d(1).

2. Emergencies affecting a geographical area:

- a. In the event of an emergency affecting an entire geographical area each party shall act in good faith to keep the other party informed of its ability to perform the conditions of the contract.
- b. Caterers must immediately notify all Institutions and facilities served if the emergency requires caterer closure, alterations of menu or other interruptions or partial interruptions of service.
- c. Any disruption or alteration of service shall be documented and a copy provided to the center and to the Department.
- d. Upon issuance of a notice of an emergency situation or pending emergency situation by state or local officials for the state or a geographical region, Institutions shall notify Caterers of their plan for operation during the pending emergency. For instance, if a hurricane warning is issued, the Institution shall notify the Caterer of its contingency plans for the emergency, specifically the factors it will use to determine closure, such as: it will close if school districts close or, government offices close, or local stores close.
- e. If the Institution does not provide reasonable notice of its closure it shall be responsible for payment for meals attempted to be delivered during regularly scheduled times.

J. Renewal:

- 1. The Institution or facility reserves the option to renew the contract for no more than two additional one year periods beyond the original contract term. Renewal may be under the same terms and conditions of this contract or different terms and conditions may be used once they are approved by the Department.
- 2. In the event of renewal of this contract any new or additional terms and conditions as required by the Department shall be incorporated into the renewal contract consistent with the requirement for amendments.
- 3. Renewal of the contract shall be completed by mutual agreement in writing and shall not take effect until an authorized representative of the last party (the Institution or facility) has signed the contract.
- 4. Renegotiation of price changes pertaining to the unit price shall be allowed in the subsequent years of the contract.
- 5. The annual percentage increase shall not exceed the Consumer Price Index as determined by the Department.
- 6. No price increase under this or any renewed contract shall take effect without prior written consent signed by both parties to the contract.

K. Termination:

- 1. At Will:
  - a. This contract may be canceled by either party with a thirty (30) day written notice;
  - b. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- 2. For Breach:
  - a. The Institution's Rights;
    - (1) The Institution shall have the right, though is not required, to terminate this contract if the Caterer fails to comply with the contract's requirements.
    - (2) Upon election of its right to terminate the contract, the Institution or facility shall notify the Caterer. Such notification must be in writing stating the specific instances of non-compliance with the terms and conditions of the contract. The Institution must await the Caterer's specific performance under the contract for 24 hours after the Caterer receives the Institution's written demand.

(3) If the Caterer fails to effect corrective action within 24 hours of the Institution's notification, the Institution shall have the right, upon written notice, to immediately terminate the contract and the Caterer shall be liable for any damages incurred by the Institution.

(4) The Institution shall by written notice to the Caterer terminate the right of the Caterer to proceed under this contract if the Institution finds that gratuities in the form of entertainment, or gifts, or if any other thing of value was offered or given by the Caterer to any officer or employee of the Institution with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending or the Caterer's conduct under the contract.

b. The Caterer's rights;

(1) The Caterer may terminate this contract if the Institution fails to comply with the requirements of this contract.

(2) Upon election of its right to terminate the contract, the Caterer shall notify the Institution or facility. Such notification must be in writing stating the specific instances of non-compliance with the terms and conditions of the contract. The Caterer must await the Institution's specific performance under the contract for 24 hours after the Institution receives the Caterer's written demand.

(3) If the Institution fails to effect corrective action within 24 hours of the Caterer's notification, the Caterer shall have the right, upon written notice, to immediately terminate the contract and the Institution shall be liable for any damages incurred by the Caterer.

c. Additional condition for termination for failure to pay for catering services;

(1) These conditions are additional to all stated terms for termination and apply expressly to the situation in which the Institution fails to pay the Caterer as agreed under this contract.

(2) Caterers shall retain the right under the laws of Florida to seek payment for all services delivered under this contract.

(3) The parties agree that the Caterer shall waive its right to seek action through the CCFP, under this contract if it continues to provide services beyond the date when the Institution has failed to make full payment for services and is 63 days or more late in paying for services under this contract.

d. Resolution of disputes;

(1) The parties to the contract shall attempt to resolve disputes under this contract through mutual agreed mediation.

(2) Should mediation fail, disputes shall be resolved under the laws of Florida.

(3) Regardless of resolution, costs or expenses for which the Institution subsequently accepts or is assigned liability shall not be paid from CCFP reimbursement funds unless those costs or expenses have been previously approved by the Department for reimbursement.

3. For lack of availability of Funds: The Institution shall have the option to cancel the contract for lack of funds as described in this section. In the event of cancellation of the contract, the Institution shall be responsible for meals that have been delivered to its facility. The contract may be cancelled under this provision if:

a. The Institution is not approved by the Department of Health to participate in the CCFP;

b. The Institution is terminated or suspended by the Department of Health from the CCFP;

c. The Institution's funding sources to include participant payment, charity and similar fund raising activity fail to provide sufficient resource to continue the Institution's operation; or

d. The funds to support the CCFP are not available due to federal or state budget constraints.

L. Business and Professional Qualifications:

1. The award of this contract is subject to the provisions of Chapter 112, F.S. Caterers shall disclose with their contract offer whether any officer, director, employee, consultant or affiliate is also an officer or an employee of the State of Florida.
2. All Caterers must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five (5) percent or more of the Caterer's organization or any of its branches or affiliates or parent company.
3. All permits, inspections, licenses and insurance must be in full force at the time the contract is executed and throughout the term of the contract. Failure to maintain any of these required items shall result in immediate termination of the Caterer. The Caterer will not be permitted to supply catered meals for CCFP reimbursement until all required permits, inspections, licensure and insurance are in full force.

M. Independent Capacity of Parties:

In the performance of this contract, it is agreed between the parties that each party:

1. Is an independent party to this contract;
2. Is solely liable for the performance of all tasks contemplated by this contract;
3. And its officers, agents, employees or assignees in performance of this contract, shall act in an independent capacity and not as an officer, employee, or agent of the Department; and
4. Shall not represent to others that it has the authority to bind the Department in any way or fashion.

N. Conflict of Interest:

Each party shall be responsible for ensuring that no conflict of interest exists in the execution and administration of this contract.

1. The Institution shall maintain a written code of standards of conduct which shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by CCFP payments. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by the CCFP if a conflict of interest, real or apparent, would occur.
2. Any Institution and its responsible principals and responsible individuals shall be subject to termination and disqualification from the CCFP if a conflict of interest exists in the Institution's procurement or execution of a catering contract.
3. The Caterer is prohibited from having a financial or other interest in the Institution served under this contract.
4. The Institution is prohibited from having a financial or other interest in the Caterer serving the Institution or its sponsored centers.
5. The parties are required to complete Attachments 8 and 9 Conflict of Interest Questionnaires as part of the execution of this contract. These records shall be maintained in the Institution's contract file and shall be subject to review during CCFP site visits for the purpose of confirming that a conflict of interest has not been recorded or allowed to exist.
6. Any contract found with an existence of a conflict shall be void from its inception and the contract shall be re-negotiated. Meals provided under such voided contract may be disallowed and repayment to the CCFP demanded.

O. Void if Disqualified:

This contract shall become null and void as of the date of the event listed should the

1. Caterer be disqualified pursuant to Rule 64F-17.004 F.A.C., if the Caterer fails to:
  - a. Meet the requirements of the contract;
  - b. Continue to comply with the requirements for entering into the contract;

- c. Remain in good standing on the CCFP Caterer List with the Department; or
  - d. Meet the standards set forth in its applicable licensure requirements, regardless of whether such violations of its licensure laws and rules result in discipline by the applicable regulatory authority.
- 2. Institution or facility be disqualified from participation in the CCFP; or
  - 3. Caterer is suspended, disbarred or other wise prohibited from accepting government contracts or government funding pursuant to 7 CFR §3017.

P. Enforceability:

This contract shall have no force or effect unless the:

- 1. Caterer is listed with the Department pursuant to Rule 64F-17.004, Florida Administrative Code (F.A.C.) before the date of contract execution and the Caterer maintains all permits, inspections, and licenses in good standing throughout the term of the contract.
- 2. Institution or facility is approved to participate in the CCFP.

Q. Default:

Failure to perform according to the terms of this contract shall be cause to find the defaulting party in breach with the following consequences:

- 1. If a Caterer is found in default of this contract such finding may result in:
  - a. The Caterer being required to pay all re-procurement costs;
  - b. The Caterer's name being removed from the CCFP Caterer List; and
  - c. Prohibiting all Institutions or facilities participating in the CCFP from receiving further reimbursement for any meals delivered under a contract with the caterer.
- 2. If an Institution is found in default of this contract such finding may result in:
  - a. The issuance of a Notice of Serious Deficiency to the Institution requiring timely corrective action; or
  - b. The Department denying reimbursement for catered meals for that Institution; or
  - c. The Institution's disqualification from the CCFP for a period of at least seven years and entry on the National Disqualified List.

R. Energy Policy and Conservation Act (P.L. 94-163):

Parties to this contract shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy efficiency conservation plan issued in compliance with P.L. 94-163.

S. Buy American Requirement:

- 1. Parties to this contract shall comply with Public Law 100-237 whenever possible and purchase only food products that are produced in the United States.
- 2. The parties are permitted exceptions to the "Buy American" requirement under the following conditions:
  - a. The recipients or intended consumers of catered meals have demonstrated a unusual or ethnic food preferences that can only be met through purchases of products not produced in the United States;
  - b. Products required for the preparation of catered meals are not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality; or
  - c. The cost of the domestically produced food product that would be used in a catered meal is significantly higher than that of the foreign product.

T. Geographic Preference:

Institutions may apply a geographic preference when procuring catered meal service to include unprocessed locally grown or locally raised agricultural products.

U. Minority Participation:

Institutions shall take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible. Affirmative steps shall include the following:

1. Including qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;
2. Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small business, minority-owned business and women's business participation;
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses;
5. Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

V. Equal Employment Opportunity:

Parties to this contract shall comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract compliance Programs, Equal Employment Opportunity, Department of Labor."

W. Mandatory Provisions:

The Florida Department of Health has established certain requirements with respect to contracts. The use of "shall" "must" or "will" (except to indicate simple futurity) in this contract indicates a requirement or condition from which a material deviation may not be waived the Florida Department of Health. The words "should" or "may" in this contract indicate desirable attributes or conditions that are permissive in nature and may be waived by mutual contract and with the approval of such change by the Department.

X. Execution of Contract:

The contract shall be typed or printed in ink. Erasable ink shall not be used in preparation of any agreed terms. All corrections made to this contract shall be initialed.

Y. Cost of Contract Preparation:

The Caterer, by its affirmative act of providing a quotation or bid for this contract, acknowledges that the Caterer is solely responsible for any costs the Caterer incurred in responding to this contract.

Z. Certificate of Independent Price Determination:

Attachment 12, Certificate of Independent Price Determination must be completed by the Caterer and Institution (or facility) when utilizing formal competitive bid procedures and included with this contract.

AA. Clean Air and Federal Water Pollution Control Act:

Contracts in excess of \$100,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Department of Health and the Regional Office of the Environmental Protection Agency (EPA). Failure to comply constitutes an inability to fulfill the terms of the contract.

**BB. Byrd Anti-Lobbying Amendment:**

Contracts of \$100,000 or more must include certification from the Caterer that they will not and have not used CCFP (Federal appropriated) funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of congress in connection with this contract pursuant to Title 31 United States Code §1352.

**II. The Caterer Agrees to:**

**A. Regulatory Compliance:**

The Caterer agrees that this contract shall be governed by, and construed to be consistent with, all federal and state regulations applicable to the CCFP established under 7 CFR § 226, 3016, 3017, 3019, 3021 and FNS Financial Management Instruction 796-2, Revision 3 as such regulations may apply and be amended from time to time.

**B. Preference for Drug-Free Workplace:**

The Caterer must make a good faith effort to maintain a Drug-Free Workplace (DFW). The Institution reserves the right to request from the Caterer the method used to maintain a DFW prior to contract award as outlined in 7 CFR § 3021.

**C. Authority to Contract:**

By execution of this contract the Caterer asserts and attests that the Caterer:

1. Is authorized to enter into the contract;
2. Is not suspended, debarred or otherwise prohibited from entering into the contract under the terms of 7 CFR § 3017; and
3. Shall notify the Institution immediately if the Caterer or its principals are suspended, disbarred or otherwise prohibited from performing under this contract.

**D. Supervision and Inspection Requirements:**

The Caterer shall:

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

**E. Meal requirements, preparation, packaging and delivery:**

Meals shall be prepared and delivered daily in accordance with all quotation or bid specifications and attachments regarding this contract as specified on attachments 1 through 7 to this contract. The Caterer shall accept delivery site additions and deletions upon written notice from the Institution at least seven calendar days prior to the date of delivery. The Delivery Schedule, Attachment 6, or other written notice must be used to add or delete facilities.

1. Meal Requirements: The Caterer shall:
  - a. Provide menu items which meet the nutritional requirements specified by the Child Care Food Program Meal Pattern for Children, Attachment 1 included in this contract.
  - b. Not make changes or substitutions to the cycle menu on which the contract was based, Attachment 2, Cycle Menu.
  - c. Provide foods that meet the Minimum Food Specifications as stated in Attachment 3.

2. Meal Preparation Requirements: The Caterer shall:

- a. Prepare and deliver meals according to food safety and sanitation requirements of permitting authority.
- b. Ensure that all potentially hazardous food for this contract shall be kept at safe temperatures, 41°F or below and 135°F or above, except during necessary periods of preparation.
- c. Not assemble meals more than 24 hours prior to delivery.
- d. Ensure meals for this contract are delivered at safe temperatures:
  - (1) All cold foods must be held and delivered at or below 41°F.
  - (2) All hot foods must be held and delivered at or above 135°F.
- e. Date and hold a sample of each meal at a temperature of 41°F or below for a period of three days from the date and time of delivery of that same meal as a controlled sample.

3. Meal Packaging Requirements:

- a. In accordance with Attachment 5, Meal Services to be Provided, the Caterer shall ensure that:
  - (1) Any product or substance that comes into contact with food, including but not limited to products used to package, contain or serve food shall meet federal food safety standards, including but not limited to 21 USC §348(h)(6), and instructions or regulations issued by the United States Food and Drug Administration.
  - (2) All foods are packed suitably in accordance with local health standards. Thermal transport containers and overlay must have an airtight closure, be of non-toxic material, and be capable of maintaining internal temperatures of cold food at 41°F or below and hot food at 135°F or above. Cold and hot foods must be packed separately.
  - (3) Containers must be closed and maintain an airtight closure or seal until opened at the Institution's destination.
  - (4) An adequate number of thermal transport containers are available for daily delivery/drop-off to institution/facility. Empty containers must be picked-up the following day at delivery.
- b. Each container (bulk or carton with unitized meals) shall be labeled. Each label or other form shall include:
  - (1) Caterer's name and address;
  - (2) Date of production;
  - (3) Food item and number of portions by age group (i.e. ages 1-5 and 6-12; portions for ages 1-5 based on meal pattern portion sizes for ages 3-5);
  - (4) Serving size information by cups, ounces, and individual pieces;
  - (5) Combination main dish food items require a Child Nutrition (CN) Label, Product Formulation Statement (PFS), or standardized recipe. Caterer must supply this documentation to institution/facility.

4. Meal Delivery Requirements:

- a. The Caterer shall:
  - (1) Be responsible for delivery of all food and dairy products at the specified time and location according to Attachment 5, Meal Services to be Provided and Attachment 6, Delivery Schedule.
  - (2) Provide personnel to deliver meals daily, unload and place in the designated Institution or facility at the specified location(s) and time(s) listed in Attachment 6, Delivery Schedule.
  - (3) Provide adequate refrigeration and heating in clean vehicles during delivery of all food and dairy products to ensure the wholesomeness of food at delivery is in accordance with State and local health codes.

(4) Provide the exact number of meals ordered and any damaged or incomplete meals shall not be included when the number of delivered meals is determined by the Institution or facility.

(5) Inform the Institution or facility in writing at least two weeks in advance of any non-emergency closure, including holidays.

b. The Caterer shall:

(1) Provide daily delivery tickets with meal delivery. Delivery tickets must:

(a) Show name of Institution or facility; be itemized to show the number of meals of each type, the individual meal components for each meal type and age group, and the date and time of delivery. Delivery tickets shall be prepared in multiple copies as required.

(b) Be typed or printed in ink on company letterhead. Use of erasable ink is not permitted.

(c) Include when delivering to an Institution or facility, a minimum of two copies to provide one copy of the delivery ticket for the Caterer and a duplicate of that delivery ticket for the Institution or facility.

(d) Include when delivering to a sponsored facility, a minimum of three copies to provide one copy of the delivery ticket for the Caterer, a duplicate for the sponsoring Institution and a duplicate of that same delivery ticket for the facility.

(e) Include the name of the individual making the delivery and the name of the Institution's or facility's representative accepting delivery of the meals. Such names in addition to signature shall be clearly printed on the delivery ticket. Failure to clearly identify required names may result in disallowance of meals delivered under this contract.

(f) All corrections made by the Caterer and/or the Institution or facility must be initialed.

**F. Assignment and Subcontracting:**

The obligations of this contract shall not be assigned. The Caterer shall not subcontract meals provided under the terms of this contract.

**G. Access to Caterer Site:**

The Caterer shall permit employees of the Institution or facility, designated program officials of the Florida Department of Health, the Florida Department of Law Enforcement, and U.S. Department of Agriculture access to:

1. Inspect the Caterer's preparation site prior to execution of contract; and
2. Be present during preparation and delivery of meals, without prior notice at any time during the contract period.

**H. Access to Records:**

The Caterer shall maintain documentation pertaining to this contract and this documentation shall be available for the current contract period and three subsequent years from the termination date of this contract or until all outstanding issues are resolved of any audits for inspection and audits by representatives of the Florida Department of Health; the Florida Department of Law Enforcement; U.S. Department of Agriculture; and Florida Department of Financial Services, Division of Public Assistance Fraud. These records shall include:

1. Purchase orders, invoices from food distributors, and production records
2. Delivery records and meal change form confirmations
3. Temperature logs for storage, cooking and holding of potentially hazardous foods, and transportation to the Institution or facility

4. Invoices to the Institution or facility
5. Notices of Non-payment
6. Records necessary to comply with federal and State laws and regulations
7. All state and federal tax records associated with this contract
8. The contract and all addendums or changes

I. Repayment for Disallowed Meals:

The Caterer shall reimburse the Institution or facility for the contract amount for all claimed meals denied by the CCFP if:

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

J. Indemnification and Contract Insurance Requirement:

1. The Caterer shall secure and maintain, at its expense and for the duration of this contract and any renewals, liability insurance to specifically protect itself and indemnify, save and hold harmless the Institution and facility(s) and its officers, agents and employees against any and all actions, suits, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities that may be asserted or claimed by any person, firm or entity arising out of or in connection with the use, service operation, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Caterer, or any of the employees, agents, or representatives of the Caterer.
  - a. The Caterer will defend any action or actions filed in connection with any said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
  - b. The Caterer shall promptly pay any judgment rendered against the Institution or their officers, agents and employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Caterer herein under; and the Caterer agrees to save and hold the Institution and facility and/or their officers, agents and employees harmless there from;
  - c. In the event the Institution and facility or its officers, agents and employees is/are made party to any action or proceeding filed or prosecuted against the Caterer for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Caterer hereunder, the Caterer agrees to pay to the Institution and facility and/or its officers, agents and employees any and all costs and expenses incurred by the Institution and facility and/or their officers, agents and employees in such action or proceeding including but not limited to, legal costs and attorneys' fees.
2. The Caterer shall deliver the written notification and a Certificate of Coverage to the Institution and facility of insurance coverage:
  - a. At the time this contract and any contract renewal is executed;
  - b. Within 5 business days of any change in insurance or terms of insurance.
3. The Caterer's failure to maintain the minimum levels of insurance coverage described in this contract in force during the term of this contract shall be grounds for the Institution to declare the Caterer in default of the contract and immediately terminate the contract for failure to perform.
4. The following levels of insurance are required to be in force under the terms of this contract throughout the entire term of this and any renewal of this contract:
  - a. Worker's Compensation in accordance with applicable state laws and regulations and Employer's Liability Insurance with a limit of not less than \$100,000.00;

- b. Comprehensive General Liability Insurance covering all operations and services under the contract with limits of bodily injury and property damage coverage of not less than \$500,000.00 combined single limit issued on a per occurrence basis; and
- c. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicle coverage of not less than \$300,000.00 combined single limit, issued on a per occurrence basis.

K. Conflict of Interest:

Complete the Caterer Conflict of Interest Questionnaire and provide the completed questionnaire to the Institution as part of the complete contract submission. This record is a required prerequisite to the execution of the contract.

### **III. The Institution or Facility Agrees to:**

A. Receiving Catered Meals:

It is the responsibility of the Institution or facility to ensure the meals delivered meet contract requirements and are properly maintained and stored until served. Prior to signing a delivery ticket, the Institution or facility staff must:

1. Verify the number of meals ordered and menu items. Any damaged or incomplete meals shall not be accepted and will not be included when the number of delivered meals is determined.
2. Verify cold foods are delivered at or below 41°F. Any cold foods delivered at or above 42°F will not be accepted.
3. Verify hot foods are delivered at or above 135°F. Any hot foods delivered at or below 134°F will not be accepted.
4. Follow food safety and sanitation requirements of licensing authority, or local licensing authority, or local County Health Department, Environmental Health.

B. Payment to the Caterer:

The Institution or facility must make prompt and complete payment to the Caterer within 5 days of receiving CCFP reimbursement for the corresponding claim month.

C. Meal Order Changes:

The Institution or facility shall be entitled to change the number of meals ordered. The Institution or facility must:

1. Complete a Catered Meal Order Change Form, Attachment 10;
2. Fax or scan and email to the Caterer by 5:00 p.m. 2 days prior to the scheduled delivery;
3. Notify the Caterer in writing at least two weeks in advance of any non-emergency closure, including holidays; and
4. Receive confirmation from the Caterer regarding changes in number of meals ordered.

D. CCFP Catered Meal Records:

The Institution or facility shall maintain books and records pertaining to this contract and such records 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 Florida Department of Health; the Florida Department of Law Enforcement; U.S. Department of Agriculture; and Florida Department of Financial Services, Division of Public Assistance Fraud. These records shall include:

1. Documents to support award of this contract
2. The contract and all addendums or changes
3. Delivery records and meal change form confirmations
4. Invoices and proof of payments to Caterer
5. All other documentation to support meals claimed

#### **IV. List of Attachments:**

#### **Incorporated and Adopted by Reference into the Terms and Conditions of This Contract:**

- Attachment 1 – Child Care Food Program Meal Pattern for Children and Additional CCFP Meal Pattern Requirements for Children
- Attachment 2 – Institution's Chosen Cycle Menu (A, B, or C; or no pork or no peanut versions of A, B, and C; or a kosher menu)
- Attachment 3 – Minimum Food Specifications and Exhibit A – Grains/Breads Requirement for Child Care Food Program
- Attachment 4 – Child Care Food Program "Boxed Lunches" Menus
- Attachment 5 – Meal Services to be Provided
- Attachment 6 – Delivery Schedule
- Attachment 7 – Price Schedule
- Attachment 8 – Institution Conflict of Interest Questionnaire
- Attachment 9 – Caterer Conflict of Interest Questionnaire
- Attachment 10 – Catered Meal Order Change Form
- Attachment 11 – Bidder Acknowledgement Form
- Attachment 12 - Certificate of Independent Price Determination

Remainder of page intentionally left blank.

*I have been advised to seek legal counsel before signing this CCFP Standard Catering Contract. I have read and agree to the statements and terms in this contract.*

By this signature, I/we warrant and affirm that we have no financial interest in the Institution or facility. Should such financial interest be later found, this contract and all reimbursement under it shall be refundable to the CCFP from the date such financial interest existed.

**FOR CATERER:**

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

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

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

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

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

**ATTEST:**

\_\_\_\_\_  
*Original Signature of Witness to Caterer*

\_\_\_\_\_  
*Printed Name of Witness to Caterer*

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

*I have been advised to seek legal counsel before signing this CCFP Standard Catering Contract. I have read and agree to the statements and terms in this contract.*

By this signature, I/we warrant and affirm that we have no financial interest in the Caterer. Should such financial interest be later found, this contract and all reimbursement under it shall be refundable to the CCFP from the date such financial interest existed.

All required CCFP review and approval of the terms of this contract have been obtained in advance of final execution of this contract.

**FOR INSTITUTION/FACILITY:**

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

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

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

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

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

**ATTEST:**

\_\_\_\_\_  
*Original Signature of Witness to Institution/facility*

\_\_\_\_\_  
*Printed Name of Witness to Institution/facility*

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

*\*Upon execution of this contract, the Institution/facility remains responsible for ensuring that all meals claimed for reimbursement from the CCFP meet all regulatory requirements.*

## Attachment 1

### Child Care Food Program Meal Pattern for Children

Children age one and older participating in the Child Care Food Program, must be served at least the total minimum amount of food authorized per meal as stated below in order to qualify for reimbursement.

Child Meal Pattern Food Components:		Age Group and Serving Size:		
		1 and 2 year olds:	3 – 5 year olds:	6 – 12 <sup>1</sup> year olds:
<b>Breakfast (3 components)</b>	<b>Milk<sup>11</sup></b> Fluid milk	1/2 cup	3/4 cup	1 cup
	<b>Vegetables and Fruits<sup>10</sup></b> Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice <sup>2</sup>	1/4 cup 1/4 cup	1/2 cup 1/2 cup	1/2 cup 1/2 cup
	<b>Grains/Breads<sup>3, 10</sup></b> Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal <sup>4</sup> or Cooked cereal grains or Cooked pasta or noodle products	1/2 slice 1/2 serving 1/4 cup or 1/3 oz. 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz. 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1 oz. 1/2 cup 1/2 cup
<b>Lunch/Supper (4 components – 5 items)</b>	<b>Milk<sup>11</sup></b> Fluid milk	1/2 cup	3/4 cup	1 cup
	<b>Vegetables and Fruits<sup>8, 10</sup></b> Vegetable(s) and/or fruit(s), <b>2 or more</b>	1/4 cup total	1/2 cup total	3/4 cup total
	<b>Grains/Breads<sup>3, 10</sup></b> Bread or Cornbread, biscuits, rolls, muffins, etc. or Cooked pasta or noodle products or Cooked cereal grains	1/2 slice 1/2 serving 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/4 cup 1/4 cup	1 slice 1 serving 1/2 cup 1/2 cup
	<b>Meat and Meat Alternates<sup>10</sup></b> Lean meat or poultry or fish <sup>5</sup> or Alternate protein products <sup>6</sup> or cheese or Egg (large) or Cooked dry beans or peas or Peanut butter or soynut butter or other nut/seed butters or Peanuts or soynuts or tree nuts or seeds <sup>9</sup> or Yogurt, plain or flavored, unsweetened or sweetened	1 oz. 1 oz. 1 oz. 1/2 egg 1/4 cup  2 Tbsp. 1/2 oz. = 50% 4 oz. or 1/2 cup	1 1/2 oz. 1 1/2 oz. 1 1/2 oz. 3/4 egg 3/8 cup  3 Tbsp. 3/4 oz. = 50% 6 oz. or 3/4 cup	2 oz. 2 oz. 2 oz. 1 egg 1/2 cup  4 Tbsp. 1 oz. = 50% 8 oz. or 1 cup

**Note:** Milk must be served with each breakfast, lunch and supper meal. Between a child's first and second birthday, serving whole milk is strongly recommended. After the child's second birthday, it is required that lowfat or fat free milk be served. To encourage adequate calcium intake, lowfat flavored milk can be served.

Conversions:

1/2 cup = 4 fl. oz.

3/4 cup = 6 fl. oz.

1 cup = 8 fl. oz.

1 pint = 2 cups

1 quart = 2 pints = 4 cups

1 gallon = 4 quarts = 16 cups

## Attachment 1 (Continued)

### CCFP Meal Pattern for Children

Child Meal Pattern Food Components:		Age Group and Serving Size:		
		1 and 2 year olds:	3 – 5 year olds:	6 – 12 <sup>1</sup> year olds:
<b>Snack<sup>7</sup></b> (Select 2 different components)	<b>Milk<sup>11</sup></b>			
	Fluid milk	1/2 cup	1/2 cup	1 cup
	<b>Vegetables and Fruits<sup>10</sup></b>			
	Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice <sup>2</sup>	1/2 cup 1/2 cup	1/2 cup 1/2 cup	3/4 cup 3/4 cup
<b>Grains/Breads<sup>3, 10</sup></b>				
Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal <sup>4</sup> or Cooked cereal grains or Cooked pasta or noodle products	1/2 slice 1/2 serving 1/4 cup or 1/3 oz. 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz. 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1 oz. 1/2 cup 1/2 cup	
<b>Meat and Meat Alternates<sup>10</sup></b>				
Lean meat or poultry or fish <sup>5</sup> or Alternate protein products <sup>6</sup> or cheese or Egg (large) or Cooked dry beans or peas or Peanut butter or soynut butter or other nut or seed butters or Peanuts or soynuts or tree nuts or seeds or Yogurt, plain or flavored, unsweetened or sweetened	1/2 oz. 1/2 oz. 1/2 oz. 1/2 egg 1/8 cup  1 Tbsp. 1/2 oz.  2 oz. or 1/4 cup	1/2 oz. 1/2 oz. 1/2 oz. 1/2 egg 1/8 cup  1 Tbsp. 1/2 oz.  2 oz. or 1/4 cup	1 oz. 1 oz. 1 oz. 1/2 egg 1/4 cup  2 Tbsp. 1 oz.  4 oz. or 1/2 cup	

1. Children age 12 and up may be served larger portion sizes based on the greater food needs of older boys and girls, but must be served the minimum quantities specified for children ages 6-12.
2. Vegetable or fruit juice must be full-strength, pasteurized and 100% juice. Unless orange or grapefruit juice, it must also be fortified with 100% or more of Vitamin C.
3. Bread, pasta or noodle products, and cereal grains, must be whole grain or enriched; cornbread, biscuits, rolls, muffins, etc., must be made with whole grain or enriched meal or flour; cereal must be whole grain or enriched or fortified. Prepackaged grain/bread products must have enriched flour or meal or whole grain as the first ingredient.
4. Cold dry cereal can be measured by volume (cup) or weight (ounces) whichever is less.
5. The serving size for lean meat, poultry or fish is the edible portion as served.
6. Alternate protein products must be equal to at least 80% of the protein quality of milk (casein) determined by the Protein Digestibility Corrected Amino Acid Score (PDCAAS) and must contain at least 18% protein by weight when fully hydrated or formulated.
7. At snack, select at least two different food components. Juice must not be served when milk is served as the only other component.
8. At lunch and supper, serve two or more kinds of vegetables(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice must not be counted to meet more than one-half of this requirement.
9. At lunch and supper, no more than 50% of the meat/meat alternate requirement can be met with nuts or seeds. Nuts or seeds must be combined with another meat/meat alternate to fulfill the requirement. For purpose of determining combinations, 1 ounce of nuts or seeds is equal to 1 ounce of cooked lean meat, poultry, or fish.
10. Servings can be an equal amount of any combination of this component. Note: Less than 1/8 cup of fruit or vegetables is not creditable.
11. After the child's first birthday and prior to the second birthday, serving whole milk is strongly recommended. After the child's second birthday, it is required that lowfat or fat free milk be served.

## Attachment 1 (Continued)

### **Additional Food Component Requirements**

#### **Fluid Milk:**

- After the child's first birthday and prior to the second birthday, serving whole milk is strongly recommended.
- After the child's second birthday, lowfat (1%) or fat free milk must be served.

#### **Vegetable or fruit or juice:**

- Vegetable or fruit juice must be full-strength, pasteurized and 100% juice. Unless orange or grapefruit juice, it must also be fortified with 100% or more of Vitamin C.
- Fruit juice must not be served more than once a day.
- Fresh, frozen or canned vegetables and/or fruits must be served at least twice a week on the breakfast menu and twice a week on the snack menu.  
Please note: For those centers that claim two snacks and one meal, instead of two meals and one snack, fresh, frozen or canned vegetables and/or fruits must be served at least twice a week at each snack time.
- Good vitamin A sources must be served a minimum of twice a week and must come from vegetables and fruits.
- Good vitamin C sources must be served daily and must come from vegetables and fruits or fruit juice.
- Less than 1/8 cup of vegetables and fruits may not be counted to meet the vegetable/fruit component.

#### **Grains/breads:**

- Grain/bread food must be whole-grain, enriched, or made from whole-grain or enriched meal or flour. Bran and germ are counted as enriched or whole-grain meals or flours. Cornmeal, corn flour, and corn grits must be designated as whole or enriched to be creditable.
- Only ready-to-eat breakfast cereals containing 10 grams of sugar or less per serving as stated on the Nutrition Facts label are allowed. Cereals with more than 10 grams of sugar per serving cannot be considered sweet grain/bread foods.
- Sweet grain/bread foods must be whole grain or made with enriched flour or meal and may be credited as a bread serving at breakfast and snack only. Prepackaged grain/bread products must have enriched flour or meal or whole grains as the first ingredient listed on the package.
- No more than two sweet grain/bread breakfast items and no more than two sweet grain/bread snack items may be served per week (not to exceed four sweet items per week).  
Please note: Regardless of how many different types of snacks you offer (i.e. morning snack, afternoon snack, and evening snack) – your CCFP menu must not contain more than two sweet grain/bread snack items per week.

#### **Meat or meat alternate:**

- Commercially processed combination foods (convenience entrees – frozen or canned) must have a CN label or manufacturer's analysis sheet stating the food component contribution to the meal pattern.
- A serving of cooked dry beans or peas may count as a vegetable or as a meat alternate, but not as both components in the same meal.

**\*\*Please note that donated foods cannot be used to contribute to the meal pattern requirements\*\***

Attachment 2

**Cycle Menu**

**Institution must remove blank page and insert Cycle Menu of choice (A, B, or C; no pork or no peanut version of A, B, or C; or Kosher menu) – pages iv-viii**

## Attachment 3

### **Minimum Food Specifications and Exhibit A – Grains/Breads Requirement**

The Caterer shall purchase and provide foods according to the following food specifications and Cycle Menu, Attachment 2. Contract price shall include price of food (including condiments), milk, disposable meal service products, packaging, utensils, preparation and transportation. The Caterer shall not be paid for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period.

The Caterer must ensure that meals are delivered in packaging suitable for maintaining meals in accordance with local health standards. Containers and overlays must have airtight closures, be of non-toxic material, and be capable of maintaining internal temperatures of hot food at or above 135°F and cold foods at or below 41°F. An adequate number of thermal transport containers must be available for daily delivery/drop-off to institution/facility. Empty containers must be picked-up the following day at delivery.

Menu substitutions shall be made for emergency circumstances only and must be documented by the Caterer. The Caterer shall inform the Institution or facility of menu substitutions prior to delivery.

A designee(s) of the Institution or facility shall ensure adequacy of delivery and meals, and verify food temperatures, before signing the delivery ticket. Date and time of delivery shall be noted and any **cold** food product delivered at or above 42°F or any **hot** food product delivered at or below 134°F will not be accepted.

The Caterer shall maintain records supported by delivery tickets, purchase orders, invoices, production records for this contract or other evidence for inspection and reference to support payments, and claims. These records shall also include cooking temperature and holding temperature logs, storage and transportation temperature logs of all foods catered to the Institution and/or facilities.

<b>Milk</b>	Must meet State and local standards for fluid milk. Must be pasteurized whole, or lowfat, or fat free, or cultured buttermilk. Must contain vitamins A and D at levels specified by the Food and Drug Administration. <b>Note:</b> <i>Milk must be served with each breakfast, lunch and supper meal. Between a child's first and second birthday, serving whole milk is strongly recommended. After the child's second birthday, it is required that lowfat or fat free milk be served. If necessary, lowfat flavored milk may be served.</i>		
<b>Vegetables</b>	<b>Canned</b>	<b>Frozen</b>	<b>Fresh</b>
<b>Bean, Dip (Variety – including hummus, flavors)</b>	Prepared, ready-to-eat, Must be from a USDA or FDA inspected plant.		Prepared, ready-to-eat, Must be from a USDA or FDA inspected plant.
<b>Beans, Baked</b>	Beans, baked, sauce containing brown sugar, ketchup and mustard sauce. U.S. Grade A or Fancy.		
<b>Beans, Black</b>	U.S. Grade A or Fancy		
<b>Beans, Garbanzo</b>	U.S. Grade A or Fancy		
<b>Beans, Green</b>	Cut, 1 ½", 4 sieve, U.S. Grade A or Fancy.	U.S. Grade A or Fancy	U.S. No. 1
<b>Beans, Lima, Baby</b>	U.S. Grade A or Fancy	U.S. Grade A or Fancy	U.S. No. 1
<b>Beans, Red</b>	Dark or light red, U.S. Grade A or Fancy, water packed.		
<b>Broccoli</b>		Cut, U.S. Grade A or Fancy	U.S. No. 1
<b>Broccoli and Cauliflower</b>		U.S. Grade A, 50% Broccoli, 50% Cauliflower	U.S. No. 1

<b>Vegetables</b>	<b>Canned</b>	<b>Frozen</b>	<b>Fresh</b>
<b>Broccoli, Ready-to-use</b>			<u>Florets</u> – 1” to 2 ¾” by 1 to 1 ½”, U.S. No. 1, USDA, QTV
<b>Carrots</b>	Sliced or diced U.S. Grade A, Fancy	Sliced or diced U.S. Grade A	Whole, U.S. No. 1
<b>Carrots, Ready-to-use</b>			<u>Baby-cut</u> – 2” by 3/8” to 11/16”, U.S. No. 1, from USDA inspected plant.  <u>Sticks</u> – 3 ¾” to 4” by ¼” to ½”, U.S. No. 1, from USDA inspected plant.
<b>Carrot, Pineapple &amp; Raisin Salad</b>			<u>Prepared salad pack</u> – Must be from a USDA inspected plant.
<b>Cabbage</b>			U.S. No.1
<b>Cabbage, Ready-to-use</b>			<u>Shredded</u> – Green, 1/16”, U.S. No. 1, from USDA inspected plant.  <u>Salad mix</u> – Shredded green cabbage, shredded red cabbage and carrots mixed, U.S. No. 1, from USDA inspected plant.
<b>Cauliflower, Ready-to-use</b>			<u>Florets</u> – 1” to 2 ½” by 1” to 1 ½”, U.S. No. 1, USDA, QTV
<b>Celery</b>			U.S. Extra No. 1
<b>Celery, Ready-to-use</b>			<u>Sticks</u> – ½” by 4”, U.S. No. 1, from USDA inspected plant.
<b>Coleslaw</b>			<u>Prepared salad pack</u> – Must be from a USDA inspected plant.
<b>Corn</b>	Vacuum pack, whole kernel, golden sweet Midwest. U.S. Grade A or Fancy	U.S. Grade A	U.S. No. 1, with or without husk
<b>Corn, Mexican</b>	U.S. Grade A or Fancy	U.S. Grade A	
<b>Cucumbers</b>			U.S. No. 1
<b>Greens</b> (Collard, Mustard or Turnip)	Chopped, U.S. Grade A or Fancy	Chopped, U.S. Grade A	U.S. No.1
<b>Lettuce</b>			Iceberg head - U.S. Grade No. 1  Romaine (or cos lettuce) U.S. Grade No. 1
<b>Lettuce, Ready-to-use</b>			<u>Chopped</u> – Medium, iceberg, U.S. No. 1, from USDA inspected plant  <u>Salad mix</u> – Chopped iceberg lettuce and romaine, U.S. No. 1, from USDA inspected plant.

<b>Vegetables</b>	<b>Canned</b>	<b>Frozen</b>	<b>Fresh</b>
<b>Mixed Vegetables</b>	U.S. Grade A or Fancy	<u>California Style</u> - U.S. Grade A, broccoli cuts, cauliflower florets, carrot cuts <u>5 Vegetable Blend</u> - U.S. Grade A, 28% each corn and carrots, 17% each peas, and beans, 10% limas <u>Italian Vegetables</u> - U.S. Grade A, IQF sliced zucchini, cauliflower, carrot chunks, Italian green beans, lima beans and red peppers <u>Oriental Style</u> - U.S. Grade A, French cut green beans, broccoli cuts, onion strips, sliced mushrooms, diced red peppers	
<b>Okra</b>		Cut, U.S. Grade A or Fancy	U.S. No.1
<b>Peas, Black Eye</b>	U.S. Grade B	Monarch or Clemson varieties, light skin with dark eye	U.S. No. 1
<b>Peas, Green</b>	U.S. Grade A or Fancy	U.S. Grade A	U.S. No.1
<b>Peas and Carrots</b>	U.S. Grade A or Fancy, carrots shall not comprise less than 25% by weight and peas shall not comprise less than 50% by weight	U.S. Grade A, carrots shall not comprise less than 25% by weight and peas shall not comprise less than 50% by weight	
<b>Peppers, Green, Red, Yellow, Orange</b>			U.S. No. 1 Whole or pre-cut, Julienne
<b>Pickles, Dill strips</b>	Prime Quality, firm, plump and uniform in size, cut length wise with kosher taste		
<b>Pickles, Dill slices</b>	US Grade B		
<b>Pickles, Sweet chip</b>	US Grade B, cross cuts or slices		
<b>Potatoes</b>	Whole or sliced, U.S. Grade A		U.S. No.1
<b>Potatoes, French Fried - Crinkle cut, curls, or shoestring</b>		Especially made for oven preparation. Made from USDA Grade A Russet potatoes. Not pre-fried. Zero grams trans fat per serving.	
<b>Potatoes, Mashed</b>	Canned instant mashed, pearl-style, made with vitamin C and milk substitute Or Dehydrated Instant granules with milk, Vitamin C enriched		

<b>Vegetables</b>	<b>Canned</b>	<b>Frozen</b>	<b>Fresh</b>
<b>Potatoes, Natural-cut wedge fries</b>		Uniform cuts, USDA Grade A, made from Russet potatoes. Not pre-fried, zero grams trans fat per serving.	
<b>Potatoes, New</b>	Whole or sliced, U.S. Grade A	Roasted redskin chunks. IQF, oven prep	U.S. No. 1
<b>Potatoes, Patty</b>		Hash brown oval patty, U.S. Grade A, oven ready, a serving must equal ¼ cup or ½ cup vegetable. Not pre-fried, zero grams trans fat per serving.	
<b>Potatoes, Rounds</b>		USDA Grade A, Tater Tots, Gems, Vitamin C enriched. Not pre-fried, zero grams trans fat per serving.	
<b>Potatoes, Sweet</b>	U.S. Grade A in Light Syrup	Yam Patties- packed in USDA inspected plant	U.S. No.1
<b>Potatoes, Sweet, Fries (straight cut or crinkle)</b>		Uniform cuts, USDA Grade A. Oven prep, not pre-fried, zero grams trans fat per serving.	
<b>Potatoes, Sweet, Rounds</b>		Formed sweet potato product (tater tot), oven prep, not pre-fried, zero grams trans fat per serving	
<b>Potato Salad</b>			<u>Prepared salad pack – Must be from a USDA inspected plant.</u>
<b>Salsa</b>	Mild, containing all vegetable w/ minor amounts of spices.		
<b>Spinach</b>	Chopped, Grade A or Fancy	Chopped, U.S. Grade A	U.S. No.1
<b>Squash, Yellow, Summer</b>		Sliced, U.S. Grade A or Fancy	U.S. No.1
<b>Squash, Winter (Acorn or Butternut)</b>		Chopped or mashed, U.S. Grade A or Fancy	U.S. No.1
<b>Succotash</b>	U.S. Grade A or Fancy, carrots shall not comprise less than 25% by weight and peas shall not comprise less than 50% by weight.	U.S. Grade A, carrots shall not comprise less than 25% by weight and peas shall not comprise less than 50% by weight.	
<b>Three Bean Salad</b>	U.S. Grade A or Fancy, mixture of green beans, wax beans, and dark or light red beans, marinated.		
<b>Tomatoes</b>	Whole, sliced, or crushed, U.S. Grade B or Extra Standard.		U.S. No.1
<b>Tomato Sauce</b>	U.S. Grade B or Extra Standard		

<b>Vegetables</b>	<b>Canned</b>	<b>Frozen</b>	<b>Fresh</b>
<b>Vegetable Sticks</b>		Blend of corn, carrots, onions and green beans formed into uniform "stick" shape, slightly coated with crunchy breading. 4 sticks are equivalent to ¼ cup vegetable requirement. Not pre-fried, zero grams trans fat per serving.	
<b>Yucca</b>		Skinless, pre-cut	Roots completely covered with bark-like skin, free from cracks, sliminess or mold.
<b>Zucchini</b>		Sliced, U.S. Grade A or Fancy	U.S. No.1
<b>Fruit</b>	<b>Canned</b>	<b>Frozen</b>	<b>Fresh</b>
<b>Apples</b> (All varieties)	U.S. Grade A, Sliced, regular pack in water.		U.S. No. 1
<b>Applesauce</b>	U.S. Grade A, Natural, Unsweetened.		
<b>Apricot Halves</b>	U.S. Grade A, packed in own juice or unsweetened fruit juice.		
<b>Bananas</b>			Must be delivered to Institution with even bright yellow color, un-bruised
<b>Fruit Cocktail</b>	U.S. Grade B or U.S. Choice, packed in own juice or unsweetened fruit juice.		
<b>Fruit Salad, Ready-to-serve</b>			<u>Chilled</u> – Florida Pack. Salad packed in plants with continuous USDA inspection. Salad to include orange sections, pineapple chunks, and grapefruit sections. Grapefruit not to exceed 50%.
<b>Grapefruit</b> (All varieties)	Sections, U.S. Grade B, Choice. Whole, packed in own juice or unsweetened fruit juice.		<u>Fresh</u> - U.S. No. 1  <u>Chilled</u> – Sections, Florida Pack in light syrup. Sections packed under continuous USDA inspection.
<b>Grapes</b> (halved)			U.S. No. 1, seedless, red or white, must be halved
<b>Juice, Ready-to-serve</b> (All varieties)	All juice must be 100% fruit or vegetable juice, USDA Inspected and pasteurized. All juice must be fortified with 100% or more of vitamin C unless it is orange or grapefruit juice. <b>Juice must be delivered to the Institution ready-to-serve.</b>		
<b>Mandarin Oranges</b>	Type I or II, size C or D, no sugar added, packed in own juice or unsweetened fruit juice, manufacturer's/distributor's certification required.		
<b>Oranges</b> (All varieties)			<u>Fresh</u> - U.S. Fancy <u>Chilled</u> - US Grade A or Fancy

<b>Fruit</b>	<b>Canned</b>	<b>Frozen</b>	<b>Fresh</b>
<b>Peaches</b>	U.S. Grade B or U.S. Choice, Halves or slices, Yellow, cling stone, packed in own juice or unsweetened fruit juice.		U.S. No. 1
<b>Pears</b>	U.S. Grade A, Bartlett, Halves or slices, packed in own juice or unsweetened fruit juice.		U.S. No. 1
<b>Pineapple</b> (Sliced, tidbits, cubes, or chunk)	U.S. Grade B packed in own juice or unsweetened fruit juice.		U.S. No. 1
<b>Plantains</b> ( <b>Maduros – sweet, or tostones/mofongo – not sweet</b> )		Sliced, Individually Quick Frozen, pre-cooked, oven ready. Not pre-fried, zero grams trans fat per serving.	Very ripe or green, ready to cook.
<b>Prunes</b>	Dried, pitted, whole. U.S. Grade A Small or Medium		
<b>Tropical Mixed Fruit</b>	U.S. Grade B or U.S. Choice, packed in own juice or unsweetened fruit juice.		<u>Fresh</u> - U.S. No. 1 <u>Chilled</u> – Florida Pack in light syrup or own juice. Fruit to include papaya and mango. Packed under continuous USDA inspection.
<b>Raisins</b>	Dried, seedless, mixed size. U.S. Grade A		
<b>Seasonal Fresh Fruit</b>			<u>Cantaloupe</u> – “Full slip” stem end, free from lumps or soft spots. <u>Honeydew</u> – Symmetrical, firm-not rock-hard, free from lumps or soft spots. <u>Strawberries</u> – U.S. No. 1 <u>Watermelon</u> – With or without seeds, dull skin, no flat sides, has hollow sound when tapped.
<b>Grains/Breads</b>			
<b>Pre-packaged sweet items:</b> (Grain and Cereal and Granola Bars, Cookies, Muffins, Quick Breads)	Must have enriched flour or meal or whole grain as the first ingredient listed on the package. Must be zero grams trans fat per serving.		
<b>Ready-to-Eat Cereals</b>	Must contain 10 grams of sugar or less per serving as stated on the Nutrition Facts Label. Product must be whole grain, enriched, or fortified. Must be zero grams trans fat per serving.		
<b>All Other grain/bread products</b>	Must meet Grain/Bread Requirement for CCFP, Exhibit A. Must be whole-grain, enriched, or made from whole-grain or enriched meal or flour. Bran and germ are credited in the same way as are enriched or whole grain meals or flours. Cornmeal, corn flour, and corn grits must be designated as whole or enriched to be creditable. Must be zero grams trans fat per serving.		
<b>Meat/Meat Alternates</b>			
<b>Beef, Breaded country fried patties</b>	Frozen, fully cooked. CN Label or Product Formulation Statement (PFS) required. Ground beef not to exceed 30% fat, water, vegetable protein product, spices and seasonings. No dried whole eggs or MSG allowed. Not pre-fried, zero grams trans fat per serving.		

<b>Meat/Meat Alternates</b>	
<b>Beef, Canned Cubed</b>	Lean meat only, in juice. ¾" to 1" cubes. USDA inspected.
<b>Beef, Ground</b>	Beef, ground, bulk, frozen; IMPs 136; 80:20 lean to fat ratio or less than 20% fat.
<b>Beef, Patties</b>	Frozen, fully cooked. CN Label or Product Formulation Statement (PFS) required. Ground beef (not more than 30% fat), water, vegetable protein product, spices and seasonings. No dried whole eggs or MSG allowed.
<b>Beef, Salisbury patties</b>	Frozen, fully cooked. CN Label or Product Formulation Statement (PFS) required. Minimum 2.14 oz. patty to provide 2 oz. meat/meat alternate. Ingredients: Ground beef (not more than 30% fat), water, vegetable protein product, spices and seasonings. No dried whole eggs or MSG allowed. Not pre-fried, zero grams trans fat per serving.
<b>Beef, Shoulder Clod Roast</b>	USDA Grade Good 12-14 lb. Roasts. Frozen. The shoulder clod roast is the same as the IMPs 114 except that the shoulder (cutaneous muscle) shall be removed when the underlying fat must be trimmed to comply with the surface fat thickness requirements. The heavy tendons at the elbow end of the cold shall be trimmed even with the lean and all sides shall be trimmed so that the clod is not less than 1" thick at any point. When smaller roasts are specified, the thick end of the clod shall be made into one roast and the thin end shall be split length-wise, the ends reversed and the boned surfaces placed together to produce a uniformly thick roast. These roasts shall be held intact by tying girthwise. IMPs Item #144A.
<b>Beef, for Stewing</b>	USDA Standard Grade. IMPs 135A. Cutting with electric saw will be permitted. Meat with dark discoloration, all bones, cartilage, back strap, exposed large blood vessels, heavy connective tissue and the pre-scapular lymph gland shall be removed. The thick tendinous ends of the shank shall be removed by cutting back until a cross sectional cut shows at least 75% lean. Not less than 75%, by weight, of the diced pieces shall be of a size which is equivalent of not less than a ¾ inch cube or not more than a 1 ½" cube and no individual surface of these pieces shall exceed 2 ½" in length. This item is the same as IMPs 135 Diced Beef except that the surface or seam fat of the boneless meat prior to dicing shall not exceed ¼" in any thickness at any one point. In addition, the fat content of the boneless meat determined visually shall not exceed 20%. Container to provide proper labeling and identification and USDA Inspection Stamp.
<b>Cheese</b> (Cubed, loaf, stick, shredded or sliced)	Processed – American, U.S. Standard Grade. Cheddar – U.S. Grade A. Mozzarella – Low moisture, Part skim, 100% natural cheese. Swiss – U.S. Grade B
<b>Cheese, Cottage</b>	Pasteurized, plain – reduced fat, light, and fat free or dry curd. USDA Quality Approved.
<b>Cheese, Pimento</b>	Pasteurized process cheese spread. USDA Quality Approved. 2 oz. = 1 oz. meat/meat alternate.
<b>Cheese, Sauce</b> (cheddar, mild cheddar, mild nacho)	Shelf stable, ready-to-serve. Pouch or number 10 can, or individual cup/pouch. CN label or Product Formulation Statement (PFS) required. At least 1 oz. of equivalent meat alternate per serving. USDA Quality Approved.
<b>Chicken, Breaded patty</b>	Frozen, fully cooked. CN Label or Product Formulation Statement (PFS) required. Minimum 3 oz. patty to provide a 2 oz. meat/meat alternate and 1 serving of bread. Ingredients: Ground chicken, vegetable protein product, spices and seasonings. No MSG allowed. Not pre-fried, Zero grams trans fat per serving.
<b>Chicken, 8 Piece Cut</b>	Raw individually quick frozen, ice glazed, cleaned and ready to cook, hand cut from USDA inspected grade A fryers. Portions shall be cut from 2 ½ to 3 ¼ pound fryers, without giblets or necks. Average portion weight 4.5 oz. packaged in heavy-duty poly bags inside legibly labeled heavy duty master cartons. Average cases weight 27 pounds. 96 portions per cases.
<b>Chicken, Drumsticks</b>	Raw individually quick frozen, ice glazed, clean and ready to cook, hand cut from USDA inspected grade A fryers. Raw portion weight 3.7 oz. plus or minus ¼ oz. Packaged in heavy duty poly bags inside legibly labeled heavy-duty master cartons.

<b>Meat/Meat Alternates</b>	
<b>Chicken, Nuggets</b>	Fully cooked, breaded, IF. Cooked weight of nugget 14.17 g (1/2 oz.) to 28.35 g (1 oz.). Chunked and formed, ½ inch cube or greater, mostly white meat (not less than 66 % white, not more than 34 % dark), without skin. CN Label or Product Formulation Statement (PFS) required. Not pre-fried, zero grams trans fat per serving. No MSG. USDA certified.
<b>Chicken, Strips</b>	Fully cooked, breaded, IF. Cooked weight of strip 31.18 g (1.1 oz.) to 56.7 g (2 oz.). Chunked and formed, ½ inch cube or greater, mostly white meat (not less than 66 % white, not more than 34 % dark), without skin. CN Label or Product Formulation Statement (PFS) required. Not pre-fried, zero grams trans fat per serving. No MSG. USDA certified.
<b>Chicken, Thighs</b> (No back)	Raw, individually quick frozen, ice glazed, cleaned and ready to cook, hand cut from USDA inspected Grade A fryers. <u>Raw portion weight 4.1 oz. plus or minus ½ oz.</u> Packaged in heavy duty poly bags inside legibly labeled heavy-duty master cartons.
<b>Chicken, Whole</b>	Raw frozen, ice glazed, cleaned and ready to cook, USDA inspected grade A broilers, fryers, or hens. Average portion weight 6-8 lb. Packaged in heavy duty poly bags inside legibly labeled heavy-duty master cartons.
<b>Eggs</b>	USDA inspected Grade A or better, 100% candled. Eggs may be raw in shell, fully cooked whole eggs, frozen diced, frozen patty (CN Label products available), or broken homogenized and pasteurized.
<b>Fish, Tuna</b>	Chunk, light, packed in water. Canned or flexible pouch. No salt added. USDC certified.
<b>Fish, Portion</b>	Cod or Alaska Pollack, oven-ready, breaded, un-fried, 3 oz. portion (rectangle or wedge). Meets the requirements of U.S. Grade A, 75 percent by weight of fish flesh. CN Label or Product Formulation Statement (PFS) required. No MSG, zero grams trans fat per serving. NOAA certified.
<b>Fish, Sticks</b>	Cod or Alaska Pollack, oven-ready, breaded, un-fried, 1 oz. stick. Meets the requirements of U.S. Grade A, 72 percent by weight of fish flesh. CN Label or Product Formulation Statement (PFS) required. No MSG, zero grams trans fat per serving. NOAA certified.
<b>Peanut Butter</b>	US Grade A, smooth.
<b>Pork, Breaded patty</b>	Fully cooked, breaded, not pre-fried, zero grams trans fat per serving. CN Label or Product Formulation Statement (PFS) required. Minimum 2.83 oz. patty to provide 1.5 oz. meat/meat alternate and 1 serving of bread for children ages 1-5. Minimum 3.75 oz. patty to provide 2 oz. meat/meat alternate and 1¼serving of bread for children ages 6-12. Ingredients: Ground pork (not to exceed 24% fat), water, vegetable protein product, spices and seasonings. Breading not to exceed 30%. No dried whole eggs or MSG allowed.
<b>Pork, Ham</b>	<u>Lean, boneless, cured, pressed, skinless</u> – Fully-cooked. Moist heat, Pullman, approximately 4 ¼” square. Must be fully cooked, sectioned and formed. USDA Inspected and stamped. IMPs #508. <u>Smoked</u> – Short Shank, Skinned Boned, Rolled and Tied. (Cured and Smoked). Ham is the same as Ham, Skinless, completely boneless IMPs #505, except that the ham shall not be encased in an artificial casing. The boneless ham shall be rolled and string tied. <u>Deli-Style</u> – Round or flat buffet. No binders, fillers or soy allowed. Minimum 94% lean.
<b>Pork, Roast</b>	Raw, fresh or frozen. Boston butt, center loin, or blade-end. U.S. Grade No. 1, less than 1” backfat thickness.
<b>Pork, Sausage</b>	Patty, Link or Market Style. Lightly seasoned and or flavored. No artificial casings. Total fat content not to exceed 20%.

<b>Meat/Meat Alternates</b>	
<b>Turkey, Breast</b>	Deli-style, whole muscle, roasted/fully cooked, boneless, skinless, minimum 96% fat free, may be smoked.
<b>Turkey, Ground</b>	Made from USDA inspected turkeys, 100% turkey meat, no binders or fillers, minimum 85% lean.
<b>Turkey, Roast</b>	Frozen, raw, USDA Grade A. Boneless, 60/40 white/dark ratio, wrapped in natural skin, netted. 8-10 lb. each.
<b>Turkey, Sausage</b>	Frozen, ready to cook. Prepared from 100% ground turkey, which is derived from turkey carcasses in good condition. No TVP or fillers. Seasoned and formed to give traditional sausage taste and appearance. Cannot exceed 17% fat.
<b>Turkey, Slices</b>	Fully cooked. Made with no less than 60% white meat, no skin added, no binders, fillers, or soy allowed. Must be less than 10% fat.
<b>Turkey, Whole</b>	Young Tom Eviscerated, 16 lb. and over. USDA Grade A.
<b>Veggie Burger</b>	<b>Hamburger Style Classic</b> , frozen, 2.5 oz. fully cooked Hamburger Style Classic Garden burger – all vegetable. To provide 2 oz. equivalent meat alternate for Child Nutrition Meal Pattern Requirements. CN Label or Product Formulation Statement (PFS) required.
<b>Yogurt</b>	Low fat or fat-free, Plain, flavored, sweetened or unsweetened - commercially prepared, 4 oz. cups.
<b>Combination Foods</b>	
Combination main dish food items require a Child Nutrition (CN) Label, Product Formulation Statement (PFS), or standardized recipe. This documentation gives the number of servings, serving size, and minimum meal contribution. Ingredients in these dishes must meet or exceed the minimum specifications on previous pages. <b>The Caterer must inform the institution/facility of the appropriate serving size and supply documentation to institution/facility.</b>	
<b>Pizza, Breakfast</b>	<u>Egg and ham/bacon</u> - Frozen, 50/50 part skim mozzarella cheese/cheese substitute blend, to provide 1 serving grain/bread, 1 oz. meat/meat alternate. CN Label or PFS required. Zero grams trans fat per serving.  <u>Sausage and TVP product</u> – Frozen, 50/50 part skim mozzarella cheese/cheese substitute blend, with red sauce, to provide 1 serving grain/bread, 1 oz. meat/meat alternate. CN Label or PFS required. Zero grams trans fat per serving.
<b>Mozzarella Cheese whole Grain Pizza Stick</b>	Frozen pizza stick, dough filled with low moisture, part-skim mozzarella cheese and substitute cheese, topped with shredded cheese. Each stick to provide 1 serving grain/bread, 1 oz. meat/meat alternate. CN Label or PFS required. Primary source of flour is to be whole wheat. 2 sticks required per child. Zero grams trans fat per serving.
<b>Pizza, Wedge or Rectangle with Whole Grain</b>	Frozen cheese, or pepperoni, or sausage. Low-moisture, part skim mozzarella cheese 8" wedge or 4" x 6" rectangle, to provide 2 servings grain/bread, 2 oz. meat/meat alternate, 1/8 cup vegetable. CN Label or PFS required. Primary source of flour is to be whole wheat. Zero grams trans fat per serving.
<b>Ravioli</b>	Meat or cheese ravioli in tomato sauce, ravioli to provide 2 oz. meat/meat alternate. CN Label or PFS required. Zero grams trans fat per serving.
<b>Sandwiches</b> (Midnight/Cuban, Ham and cheese, Turkey and cheese, Tuna Salad)	Must provide the minimum amount of meat/meat alternate and bread/grain per serving for children ages 1-5 and ages 6-12 as specified by the Child Care Food Program Meal Pattern for Children, Attachment 2. (Children age 1 and 2 shall receive the same minimum meal pattern amounts as children age 3-5.) <b>Note: The Caterer must deliver sandwiches pre-assembled (not in separate, bulk food containers) to Institutions, unless requested otherwise by the Institution. Condiments may be sent separately.</b>

## Grains/Breads Requirement for Child Care Food Program

Refer to *A Guide to Crediting Foods* regarding criteria for determining acceptable Grains/Breads and minimum serving sizes.

### Exhibit A -- Grains/Breads for the Food Based Alternatives on the Child Nutrition Programs<sup>1</sup>

<b>Group A</b>	<b>Minimum Serving Size for Group A</b>
Bread Type Coating Bread Sticks (hard) Chow Mein Noodles Crackers (saltines and snack crackers) Croutons Pretzels (hard) Stuffing (dry) note: weights apply to bread in stuffing	1 serving = 20 gm or 0.7 oz. ¾ serving = 15 gm or 0.5 oz. ½ serving = 10 gm or 0.4 oz. ¼ serving = 5 gm or 0.2 oz.
<b>Group B</b>	<b>Minimum Serving Size for Group B</b>
Bagels Batter Type Coating Biscuits Breads (white, wheat, whole wheat, French, Italian) Buns (hamburger and hot dog) Crackers (graham crackers - all shapes, animal crackers) Egg Roll Skins, Won Ton Wrappers English Muffins Pita Bread (white, wheat, whole wheat) Pizza Crust Pretzels (soft) Rolls (white, wheat, whole wheat, potato) Tortillas (wheat or corn) Tortilla Chips (enriched or whole grain) Taco Shells	1 serving = 25 gm or 0.9 oz. ¾ serving = 19 gm or 0.7 oz. ½ serving = 13 gm or 0.5 oz. ¼ serving = 6 gm or 0.2 oz.
<b>Group C</b>	<b>Minimum Serving Sizes for Group C</b>
Cookies <sup>2</sup> (plain) Cornbread Corn Muffins Croissants Pancakes Pie Crust (dessert pies <sup>2</sup> , fruit turnovers <sup>3</sup> , and meat meat/alternate pies) Waffles	1 serving = 31 gm or 1.1 oz. ¾ serving = 23 gm or 0.8 oz. ½ serving = 16 gm or 0.6 oz. ¼ serving = 8 gm or 0.3 oz.

1. Some of the following foods or their accompaniments may contain more sugar, salt and/or fat than others. This should be a consideration when deciding how often to serve them.
2. Allowed only for supplements (snacks) served under the CCFP.
3. Allowed only for supplements (snacks) served under the CCFP and for breakfasts served under the CCFP.
4. Refer to program regulations for the appropriate serving size for snacks and meals served to children ages 1 through 5 in the CCFP. Breakfast cereals are traditionally served as a breakfast item but may be served in meals other than breakfast.

**Note: Cornmeal and corn flour and products using cornmeal and corn flour such as tortillas, tortilla chips, taco shells, cornbread, and corn muffins must include the words “whole” or “enriched” on the product label.**

## Exhibit A Continued

<b>Group D</b>	<b>Minimum Serving Size for Group D</b>
Doughnuts <sup>3</sup> (cake and yeast raised, unfrosted) Granola Bars <sup>3</sup> (plain) Muffins/Quick Breads (all except corn) Sweet Roll <sup>3</sup> (unfrosted) Toaster Pastry <sup>3</sup> (unfrosted)	1 serving = 50 gm or 1.8 oz. ¾ serving = 38 gm or 1.3 oz. ½ serving = 25 gm or 0.9 oz. ¼ serving = 13 gm or 0.5 oz.
<b>Group E</b>	<b>Minimum Serving Size for Group E</b>
Cookies <sup>2</sup> (with nuts, raisins, chocolate pieces, and/or fruit purees) Doughnuts <sup>3</sup> (cake and yeast raised, frosted, or glazed) French Toast Grain Fruit Bars <sup>3</sup> Granola Bars <sup>3</sup> (with nuts, raisins, chocolate pieces, and/or fruit) Sweet Rolls <sup>3</sup> (frosted) Toaster Pastry (frosted)	1 serving = 63 gm or 2.2 oz. ¾ serving = 47 gm or 1.7 oz. ½ serving = 31 gm or 1.1 oz. ¼ serving = 16 gm or 0.6 oz.
<b>Group F</b>	<b>Minimum Serving Size for Group F</b>
Cake <sup>2</sup> (plain, unfrosted) Coffee Cake <sup>3</sup>	1 serving = 75 gm or 2.7 oz. ¾ serving = 56 gm or 2.0 oz. ½ serving = 38 gm or 1.3 oz. ¼ serving = 19 gm or 0.7 oz.
<b>Group G</b>	<b>Minimum Serving Size for Group G</b>
Brownies <sup>2</sup> (plain) Cake <sup>2</sup> (all varieties, frosted)	1 serving = 115 gm or 4 oz. ¾ serving = 86 gm or 3 oz. ½ serving = 58 gm or 2 oz. ¼ serving = 29 gm or 1 oz.
<b>Group H</b>	<b>Minimum Serving Size for Group H</b>
Barley Breakfast Cereals <sup>4</sup> (cooked) Bulgur or Cracked Wheat Macaroni (all shapes) Noodles (all varieties) Pasta (all shapes) Ravioli (noodle only) Rice (enriched white or brown)	1 serving = ½ cup cooked (or 25 gm dry)
<b>Group I</b>	<b>Minimum Serving Size for Group I</b>
Ready to eat breakfast cereal <sup>4</sup> (cold, dry)	1 serving = ¾ cup or 1 oz, whichever is less

1. Some of the following foods or their accompaniments may contain more sugar, salt and/or fat than others. This should be a consideration when deciding how often to serve them.
2. Allowed only for supplements (snacks) served under the CCFP.
3. Allowed only for supplements (snacks) served under the CCFP and for breakfasts served under the CCFP.
4. Refer to program regulations for the appropriate serving size for snacks and meals served to children ages 1 through 5 in the CCFP. Breakfast cereals are traditionally served as a breakfast item but may be served in meals other than breakfast.

**Note: Only ready-to-eat breakfast cereals with 10 grams of sugar or less per serving as stated on the Nutrition Facts label on the cereal box are allowed under the CCFP.**

## Attachment 4

### CCFP “Boxed Lunch” Menus

Below are five “box lunch” menus when requested by the Institution for field trips; the menus shall be rotated.

<b>Menu One</b>	Peanut butter and jelly sandwich Yogurt Carrot sticks Apple wedges Milk (1 Tbsp. peanut butter plus 4 oz. yogurt = 1-5 year old mt/mt alt. requirement; 1 Tbsp. peanut butter plus 6 oz. yogurt = 6-12 year old mt/mt alt. or 2 Tbsp. peanut butter plus 4 oz. yogurt = 6-12 year old mt/mt alt.)
<b>Menu Two</b>	Chicken pita (1 oz. chopped boneless chicken, ½ oz. cheddar cheese and ¼ cup lettuce in whole wheat pita pocket – increase cheese to 1 oz for 6-12 year olds) Seasonal fresh fruit Celery sticks 100% whole grain or 100% multi-grain tortilla chips Milk
<b>Menu Three</b>	Turkey and cheese sandwich on whole wheat bread Mayo/mustard Sliced cucumber and tomato Mixed fruit cup Milk
<b>Menu Four</b>	Ham and cheese sandwich on whole wheat bread Mayo/mustard Carrot and celery sticks Orange wedges Milk
<b>Menu Five</b>	Tuna salad on bun Broccoli florets Lowfat Ranch Dressing Sliced peaches Pretzels Milk

## Attachment 5

### **Meal Services to be Provided**

- 1) **The Institution must select meal types and how food items shall be delivered by checking the appropriate boxes.** Note: Breakfast, Lunch and Supper **must** include milk. Snack may include milk according to cycle menu selected.

- Breakfast**  
 Bulk  
 Unitized

- Lunch/Supper**  
 Bulk  
 Unitized

- Snack**  
 Bulk  
 Unitized

- 2) **The Institution must select milk type(s) and size(s) of milk container(s) to be delivered.** Note: Between a child's first and second birthday, whole milk should be served. After a child's second birthday, lowfat or fat free milk is required. **Note: Contract price must include the price of milk to be included with program meals. The Caterer must charge separately should additional milk be requested by the Institution outside the scope of this contract.**

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> <b>Lowfat (1%)</b><br><input type="checkbox"/> Gallon<br><input type="checkbox"/> Half-gallon<br><input type="checkbox"/> Individual 8 oz. cartons<br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> <b>Fat free (skim)</b><br><input type="checkbox"/> Gallon<br><input type="checkbox"/> Half-gallon<br><input type="checkbox"/> Individual 8 oz. cartons<br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> <b>Lowfat or fat free flavored milk</b><br><input type="checkbox"/> Gallon<br><input type="checkbox"/> Half-gallon<br><input type="checkbox"/> Individual 8 oz. cartons<br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> <b>Whole</b><br><input type="checkbox"/> Gallon<br><input type="checkbox"/> Half-gallon<br><input type="checkbox"/> Individual 8 oz. cartons<br><input type="checkbox"/> Other: _____ |
|--|--|---|--|

**Maximum number of children age one:** \_\_\_\_\_

- 3) **The Institution must check below if the Caterer shall deliver sandwich foods in bulk or pre-assembled. The Institution or facility must be authorized to assemble sandwiches onsite and have adequate storage space to hold sandwiches at proper temperatures.**

- Bulk**, Prefer the Caterer to deliver sandwich foods separately in bulk.

- Pre-assembled**, Prefer the Caterer to deliver sandwiches pre-made.

- 4) **The Institution must check below if the Caterer shall supply disposable meal service products.** Note: See minimum paper product specifications below. **Note: Contract price must include the price of disposable meal service products when the "yes" box below is checked. The Caterer may charge separately should additional quantities of disposable meal service products be requested by the Institution outside the scope of this contract.**

- Yes**, Caterer must supply disposable meal service products.

- No**, Caterer not required to supply disposable meal service products.

#### **Minimum Disposable Meal Service Products:**

- |  |   |  |
|--|---|--|
| <ul style="list-style-type: none"><li>• 8 oz. paper cold cup</li><li>• 10 oz. paper cold cup</li><li>• 8 oz. foam cup</li><li>• 10 oz. foam cup</li><li>• 9 oz. soft plastic, translucent cup</li><li>• 10 oz. soft plastic, translucent cup</li></ul> | <ul style="list-style-type: none"><li>• 9 in., 3-compartment, white, un-laminated foam or plastic plate</li><li>• 10.25 in., 3-compartment, white, un-laminated foam or plastic plate</li><li>• 4 oz. or 8 oz. foam container</li><li>• 5 oz., white, impact bowl</li></ul> | <ul style="list-style-type: none"><li>• 12X13, 1 ply, white, 1/4 fold napkins</li><li>• Medium weight, plastic forks</li><li>• Medium weight, plastic spoons</li><li>• Individually wrapped plastic straws</li></ul> |
|--|---|--|

- 5) **The Institution must check below if the Caterer shall supply with each delivery, clean serving utensils (scoops and/or ladles and/or measuring-serving spoons of standard sizes, disposable or stainless) to ensure appropriate serving size of foods as specified by the Child Care Food Program Meal Pattern for Children, Attachment 2 and the Cycle Menu, Attachment 3.**

- Yes**, Caterer must supply serving utensils.

- No**, Caterer not required to supply serving utensils.

Attachment 6

**Delivery Schedule**

To be completed by the Institution (*in ink and retain copy*) prior to execution of the Standard Catering Contract and provided to the Caterer.  
 (Make additional copies if needed.)

**Note: The Institution must delete or add facilities at least one week prior to the required date of service. The Delivery Schedule or other written notice must be used to add or delete facilities.**

Institution or Facility	Address	Telephone No.	Contact Person	Type of Meal* & Estimated Total No. Needed Per Day	Desired Delivery Time(s)

\*B = Breakfast, L = Lunch, S = Supper, MS = Morning Snack, AS = Afternoon Snack, ES = Evening Snack

## Attachment 7

### Price Schedule

The Institution must complete columns 1 & 2 (*in ink and retain copy*) prior to obtaining price quotes from selected caterers. Caterer must complete remainder of form and return with price quote by date and time specified by the Institution.

Name of Institution: _____ CCFP Authorization No.: _____				
Attachment 3 Cycle Menu Selected (A, B, or C; no pork or no peanut version of A, B, or C; or kosher): _____				
Type of Meal per Contract Specifications	Estimated Total No. of Meals per Day 1	Estimated No. of Serving Days per Year 2	Unit Price per Meal 3	Total Price 4
Breakfast (Ages 1-5*)				
Breakfast (Ages 6-12)				
Lunch (Ages 1-5*)				
Lunch (Ages 6-12)				
Supper (Ages 1-5*)				
Supper (Ages 6-12)				
Morning Snack (Ages 1-5*)				
Morning Snack (Ages 6-12)				
Afternoon Snack (Ages 1-5*)				
Afternoon Snack (Ages 6-12)				
Evening Snack (Ages 1-5)				
Evening Snack (Ages 6-12)				
"Boxed" Lunches (Ages 1-5)				
"Boxed" Lunches (Ages 6-12)				
<b>Note: "Boxed" lunches may be requested by the Institution for field trips. Institution must keep documentation of field trip and menu served.</b>				<b>Grand Total</b> 5

\*Ages 1-5 based on meal pattern portion sizes for ages 3-5.

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

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

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

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





Attachment 10

**Catered Meal Order Change Form**

When making changes to the number of catered meals ordered, the Institution must complete the meal change form below or one that is substantially similar and fax to the Caterer by 5:00 p.m. two days prior to delivery. The Caterer will confirm the requested change(s) with a return fax to the Institution. **Please note: This form is to be used for changing the number of meals ordered only. Meal type must be based on the initial or original contract Price Schedule.**

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

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

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

Caterer Name: \_\_\_\_\_ (Fax No.)

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

Meal Type	Current Total No. of Meals Ordered per Day	Change Total No. of Meals Ordered To:	Time Period (Please designate "until further notice" or with specific dates)
Breakfast (Ages 1-5)			
Breakfast (Ages 6-12)			
Lunch (Ages 1-5)			
Lunch (Ages 6-12)			
Supper (Ages 1-5)			
Supper (Ages 6-12)			
Morning Snack (Ages 1-5)			
Morning Snack (Ages 6-12)			
Afternoon Snack (Ages 1-5)			
Afternoon Snack (Ages 6-12)			
Evening Snack (Ages 1-5)			
Evening Snack (Ages 6-12)			
"Boxed" Lunches (Ages 1-5)			
"Boxed" Lunches (Ages 6-12)			

Maximum number of children age one: \_\_\_\_\_

Caterer received date: \_\_\_\_\_

Effective change date: \_\_\_\_\_

Attachment 11

**Bidder Acknowledgement Form**

**This section to be completed by the Institution or facility:**

<b>Submit Bids To:</b>	
	(Name of Institution) <span style="float: right;">(Authorization No.)</span>
	(Contact Name) <span style="float: right;">(Phone No.)</span>
	(Street Address)
	(Mailing Address)
<b>Bids Will Be Opened:</b>	
	(Date) <span style="float: right;">(Time)</span> <i>Bids will not be accepted after such date and time.</i>

**This section to be completed by the Caterer:**

<b>Caterer Name:</b>	
<b>Caterer Mailing Address: (Street and mailing)</b>	
<b>Caterer Phone Number:</b> (Area Code and number, include toll free if applicable)	

*I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Caterer and that the Caterer is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.*

<b>Authorized Caterer Signature</b>	<b>Title</b>	<b>Date</b>
<hr/>		
Print Name and Title		

Attachment 12

**Certificate of Independent Price Determination**

Both the Institution or facility and the Caterer (bidder) shall execute this Certificate of Independent Price Determination.

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Name of Institution

Name of Caterer

- A. By submission of this offer, the bidder certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this Invitation to Bid:
- 1) The prices in this offer 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;
  - 2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of this advertised bid directly or indirectly to any other bidder or to any competitor; and
  - 3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Caterer certifies that:
- 1) He or she is the person in the Caterer's organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A. 1) through A. 3) above; or
  - 2) He or she is not the person in the Caterer's organization responsible for the decision as to the prices being offered herein, but that he or 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 A. 1) through A. 3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A. 1) through A. 3) above.

**In accepting this offer, the Institution certifies that no representative of the Institution has taken any action which may have jeopardized the independence of the offer referred to above.**

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Signature of Authorized ***Institution or facility*** Representative

**Title**

**Date**

**To the best of my knowledge, this Caterer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.**

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Signature of Authorized ***Caterer*** Representative

**Title**

**Date**

Note: Accepting a bidder's offer does not constitute award of the contract.