Child Care Food Program (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,” and jointly referred to as “the Parties.” This contract is for a single federal fiscal year. This contract will start after it is executed by both parties and verification that all conditions precedent have been met. The Parties agree as follow:

I. General Terms:

A. Authority: 7 C.F.R. § 226.6(h), (i).

B. Definitions:

1. Bid: An offer to perform catering service in accordance with the specifications and conditions of the governing contract for a set, stated price.


3. Caterer: A person or business entity that is willing and able to sell prepared meals, food related supplies, and services to CCFP participating Institutions.

4. Child Care Food Programs (CCFP): The portion of the Child and Adult Care Food Program enacted in Section 17 of the National School Lunch Act authorizing assistance to states through grants-in-aid and other means to initiate, maintain, and expand nonprofit food service programs for children in nonresidential institutions that provide care. The CCFP is intended to enable such institutions to integrate a nutritious food service with organized care services for enrolled participants. Reimbursement payments for allowable costs are made under the CCFP by the state to the Institution that in turn is required to pay for meals received.

5. Child Nutrition (CN) Label: A food product label that contains a statement and CN logo authorized by United States Department of Agriculture (USDA) Food and Nutrition Service to provide assurance that process foods provide the stated contributions toward meal pattern requirements.

6. Center: A child care center, at-risk afterschool care center, an emergency shelter, or an outside-school-hours care center.

7. Child Care Center: Any public or private nonprofit Institution or Facility (except day care homes), or any for-profit center that is licensed or approved to provide nonresidential child care services to enrolled children, primarily of preschool age, including but not limited to day care centers, neighborhood centers, Head Start centers, and organizations providing day care services for children with disabilities. Child care centers may participate in the Child and Adult Care Food Program authorized by Section 17 of the National School Lunch Act (the Program) as independent centers or under the auspices of a sponsoring organization.

8. Cycle Menu: A standard list of food items organized into daily meals meeting the USDA meal pattern. Cycle menus are provided in specific sequence and arrangement to vary the diet of CCFP participants and remain in compliance with the USDA meal pattern standards.
9. Emergency: Unplanned or unexpected situations which include but are not limited to hurricanes, tropical storms, or flooding, that prevent the Institution or Facility or Caterer from operating as planned.


11. Federal Agency: An agency as defined at 5 U.S.C. §551(1), and further clarified by 5 U.S.C. §552(f) to include military departments.

12. Food and Nutrition Service (FNS): An office within the USDA that is responsible for national implementation and oversight of the CCFP.

13. Food Service Establishment: The licensed or permitted location where food is prepared prior to being delivered to the Institution or Facility.

14. High Priority, Critical Violations, or Risk Factors: Food safety violations that could pose a direct or significant threat to public health, safety, or welfare, such as foodborne illness. Such food safety violations will be calculated across food service establishments owned and operated by the same Caterer if more than one food service establishment is used to fulfill any part of the contracted meals.

15. Highly Susceptible Population: As defined in the FDA Food Code and adopted by reference in Florida Administrative Code Rule 61C-1.001, means persons who are more likely than other people in the general population to experience foodborne disease because they are preschool age children and obtaining food at a facility that provides services, such as child day care center.

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

17. Meals: Meal types (breakfast, lunch, snack, or supper) delivered and served to enrolled participants at an Institution or Facility that meets the meal pattern and nutritional requirements set forth in this contract.

18. Milk: Pasteurized fluid types of unflavored or flavored whole milk, lowfat milk, fat-free milk, or cultured buttermilk that meet state and local standards for such milk. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and be consistent with state and local standards for such milk.

19. National Disqualified List: The list of institutions, responsible principals, and responsible individuals disqualified from participation in the Program.

20. Notice of Serious Deficiency: A written notification from the Department, 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.

21. Permitting Authority: The state agency responsible for licensing and regulating the food service establishment, including the Florida Department of Business and Professional Regulation, the Florida Department of Agriculture and Consumer Services, and the Department.

22. Potentially Hazardous Food: Any food that requires time-temperature control (refrigeration or hot holding) and contains in whole or in part: milk, milk products, eggs,
meat, poultry, fish, cooked plant food (rice, beans, vegetables, or baked potatoes), tofu, other soy-protein products, mushrooms, cut melon, or cut tomatoes.

23. Product Formulation Statement (PFS): A signed statement on manufacturers’ letterhead that demonstrates how the process food contributes to the meal pattern.

24. Snack: A meal supplement that meets the meal pattern requirements specified in 7 C.F.R. § 226.20(c)(3).

25. Sponsoring Organization: As defined by 7 C.F.R. § 226.2, a public or nonprofit private organization that is entirely responsible for administration of the CCFP in one or more day care homes; a child care center, emergency shelter, at-risk afterschool care center, or outside-school hours care center that is a legally distinct entity from the sponsoring organization; two or more child care centers, emergency shelters, at-risk afterschool care centers, or outside-school-hours care center; or any combination of child care centers, emergency shelters, at-risk afterschool care centers, outside-school-hours care centers, and day care homes; or an organization that is entirely responsible for administration of the CCFP in any combination of two or more for-profit child care centers, at-risk afterschool care centers, or outside-school-hours care centers, which are part of the same legal entity as the sponsoring organization.

26. Thermal Transport Container: Insulated food transport containers suitable to transport hot or cold food safely for at least four hours without electricity.

27. Tofu: A commercially prepared soy-bean derived food, made by a process in which soybeans are soaked, ground, mixed with water, heated, filtered, coagulated, and formed into cakes. Basic ingredients are whole soybeans, one or more food-grade coagulates (typically a salt or acid), and water.


29. United States Department of Agriculture (USDA): The federal agency responsible for the administration, oversight, and fund distribution for the CCFP and the requirements of governing federal regulations.

30. Whole Grains: Foods that consist of intact, ground, cracked, or flaked grain seed whose principal anatomical components, specifically the starchy endosperm, germ, and bran, are present in the same relative proportions as they exist in the intact grain seed.

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

C. Scope of Work: The scope of this contract is to provide meals specified by the Institution or Facility, and deliver the specified meals to the site or sites the Institution or Facility identifies in the Delivery Schedule (Attachment 6). Meals will be delivered as scheduled in accordance with all quote specifications and attachments regarding this contract.

D. Conditions Precedent:

1. The terms and conditions of this contract bear directly on the Institution’s or Facility’s successful participation in the CCFP. The Institution or Facility is not permitted to
receive reimbursement for catered meals under this contract if totaling $50,000 or more, until the Florida Department of Health (Department) has granted final approval of all terms and conditions of this contract consistent with its authority prescribed by 7 C.F.R. § 226.21. Consideration for reimbursement will commence only after the date the Department grants final approval of all terms and conditions of this contract if totaling $50,000 or more.

2. This contract will have no force or effect unless the Institution or Facility is approved to participate in the CCFP. The Institution’s or Facility’s continued participation in the CCFP is dependent on effective management and administration of the contract.

3. The delivery of catered meals will commence after the Institution or Facility has received the Department’s approval, if the Caterer’s quote or bid totals $50,000 or more.

4. This contract will have no force or effect unless the Caterer is listed on the Department’s CCFP Caterer List, pursuant to Florida Administrative Code Rule 64F-17.004, before the date of contract execution, and the Caterer maintains all permits, inspections, and licenses in good standing throughout the term of the contract. The Caterer’s continued service to the Institution or Facility is subject to the Caterer maintaining its current information with the Department.

5. The Caterer must have less than twelve high priority, critical violations, or risk factors, within the previous twelve months.

6. The Caterer will permit employees of the Institution or Facility, designated program officials of the Department, the Florida Department of Law Enforcement (FDLE), and USDA access to inspect the Caterer’s preparation site prior to the contract start date.

7. The Institution or Facility will notify the Caterer to commence meal delivery as specified herein.

II. The Caterer’s Responsibilities:

A. Operations:

1. The Caterer will make a good faith effort to maintain a Drug-Free Workplace. The Institution or Facility reserves the right to request from the Caterer the method used to maintain a Drug-Free Workplace prior to contract award as outlined in 2 C.F.R. § 421.

2. The Caterer must have a Risk Level 3 indicated on its license to be a CCFP listed caterer due to the Caterer serving a highly susceptible population, if the Caterer is licensed by the Florida Department of Business and Professional Regulation (DBPR). This Risk Level 3 will be maintained at all times during the contract term.

3. The Caterer will operate in accordance with current CCFP regulations, as specified in 2 C.F.R. § 226.6(i).

B. Authority to Contract:

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

C. **Supervision and Inspection Requirements:**

1. Provide management supervision at all times, and maintain constant quality control inspections to check for portion size, quality of products, time and temperature, appearance, and packaging;

2. Maintain a valid state or federal food service license; and

3. Submit copies of the applicable state or federal regulatory inspections and current license annually to the Department, as may be requested.

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

1. **Meal Requirements:**
   a. The meals served under the contract will conform to the cycle menus upon which the bid was based, and to menu changes agreed upon by the Institution or Facility and the Caterer.
   b. If the Institution or Facility submits a Catered Meal Order Change Form (Attachment 11), confirm the requested changes with a return fax or email to the Institution or Facility within twenty-four hours of receipt of the Catered Meal Order Change Form.
   c. All meals served under the CCFP will meet the requirements of 7 C.F.R. § 226.20.
   d. All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers will be unitized, with or without milk, unless the Department determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the Department may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the Department has evidence which indicates that this requirement is necessary to ensure compliance with 7 C.F.R. § 226.20.
   e. Provide menu items that meet the nutritional requirements specified by the Child Care Food Program Meal Pattern for Children (Attachment 1). No changes or substitutions to the Cycle Menu (Attachment 2) will be made, except as follows: Substitutions by the Caterer may be made in rare, emergency circumstances, such as, cooler or freezer malfunction, breakdown of delivery vehicle, or the unavailability of a specific food item. Any substitutions will be documented on the delivery ticket with an explanation of the rare circumstance instantiating the substitution. Substitutions must be agreed to in writing by the Parties prior to delivery.
   f. Provide foods that meet the Minimum Food Specifications (Attachment 3).
   g. All meal specifications under this contract will include, but are not limited to, cycle menu, grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time.
   h. Provide the following documentation to the Institution or Facility for combination main dish food items at each delivery:
1) Child Nutrition (CN) Label,
2) Product Formulation Statement (PFS), or
3) Standardized recipe.

2. Meal Preparation Requirements:
   a. Prepare meals daily in accordance with all quotation or bid specifications and attachments regarding this contract. Serve meals in accordance with 7 C.F.R. § 226.6(i).
   b. Prepare and deliver meals according to food safety and sanitation requirements of the permitting authority.
   c. Ensure that all potentially hazardous food for this contract will be kept at safe temperatures, 41°F or below for all cold foods and 135°F or above for all hot foods, except during necessary periods of preparation.
   d. Meals will not be assembled more than 24 hours prior to delivery.
   e. Ensure meals for this contract are held at safe temperatures:
      1) All cold foods must be held at or below 41°F.
      2) All hot foods must be held at or above 135°F.
   f. Date and hold a sample of each meal at a temperature of 41°F or below for a period of three days from the date and time of delivery of that same meal.

3. Meal Packaging Requirements:
   a. In accordance with the Meal Services to be Provided (Attachment 5), the Caterer will ensure that:
      1) Any product or substance that comes into contact with food, including but not limited to products used to package, contain, or serve food meets the federal food safety standards, including but not limited to 21 U.S.C. § 348(h)(6), and instructions or regulations issued by the United States Food and Drug Administration.
      2) All foods are packed suitably in accordance with local health standards. Thermal transport containers 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 at the time of delivery. Pack cold and hot foods separately.
      3) Containers must be closed and maintain an airtight closure or seal until opened at the Institution’s or Facility’s destination.
      4) An adequate number of thermal transport containers are available for daily delivery to the Institution or Facility. Pick-up empty containers the next following delivery date. Caterers may collect empty containers on Friday afternoons or in the afternoon, the day before a holiday.
b. Provide the following information on the delivery ticket or on a label affixed to each container (bulk or carton with unitized meals):

1) Meal type;
2) Food item or items;
3) Date of production; and
4) Serving size information by cups, ounces, and individual pieces.

4. Meal Delivery Requirements:

a. Meals will be delivered in accordance with the Delivery Schedule (Attachment 6).

b. Accept delivery site additions and deletions upon written notice from the Institution or Facility at least seven calendar days prior to the date of delivery.

c. Deliver and unload all food and dairy products at the specified time and location according to Meal Services to be Provided (Attachment 5) and Delivery Schedule (Attachment 6).

d. Provide personnel to deliver meals pursuant to the Delivery Schedule (Attachment 6).

e. Deliver the food and dairy products in clean vehicles with adequate refrigeration and heating during the delivery of all food and dairy products to ensure the wholesomeness of the food and dairy products are in accordance with state and local health codes at delivery.

f. Ensure meals for this contract are delivered at safe temperatures:

1) All cold foods must be held and delivered at or below 41°F.
2) All hot foods must be held and delivered at or above 135°F.

g. Provide the exact number of meals ordered. Any damaged, spoiled, unwholesome, or incomplete meals will not be included when the Institution or Facility determines the number of meals delivered.

h. Bulk canned fruit must be delivered in suitable food-grade storage containers with tight fitting lids.

i. Inform the Institution or Facility in writing at least two weeks in advance of any non-emergency closure, including holidays.

j. Inform the Institution or Facility immediately in writing of any emergency closure issued by the permitting authority.

k. Provide daily delivery tickets with meal delivery as specified. When delivering to an Institution or Facility, provide one copy of the delivery ticket to the Caterer and a duplicate of that delivery ticket to the Institution or Facility. When delivering to a sponsored facility, provide one copy of the delivery ticket to the Caterer, a duplicate to the sponsoring Institution, and a duplicate of that same delivery ticket.
to the Facility. All corrections to the delivery tickets made by the Parties must be initialed by the Parties. Delivery tickets will be typed or printed in nonerasable ink on company letterhead. Delivery tickets will include the following:

1) The Caterer’s name and address;

2) The Caterer’s production date, delivery date, and delivery time;

3) The name and address of Institution or Facility being delivered to;

4) An itemization to show the number of meals of each meal type, the individual meal components and food item, serving size and number of portions by age group (i.e., ages 1-5 and 6-18; portions for ages 1-5 based on meal pattern portion sizes for ages 3-5);

5) Clearly print or type the name of the individual making the delivery, and the name of the Institution’s or Facility’s representative accepting delivery of the meals. Ensure the individual making the delivery, and the Institution’s or Facility’s representative accepting delivery of the meals clearly signs the delivery ticket. Failure to clearly identify the individual delivering the meals and the individual accepting the delivery of the meals will result in disallowance of meals delivered under this contract.

l. Deliver the same day snack and next day breakfast at the specified delivery time for each hot meal service (lunch and supper) according to Delivery Schedule (Attachment 6), unless otherwise requested by the Institution or Facility.

E. **Health Certification:**

1. Caterer will have federal, state, or local health certification for the plant in which it proposes to prepare meals for use in the CCFP, and it will ensure that health and sanitation requirements are met at all times, as specified in 7 C.F.R. § 226.6(i)(3). In addition, the Department may require the Caterer to provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared. These bacteria levels will conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals prepared or served by other establishments in the locality. Results of these inspections will be submitted to the Institution or Facility and to the Department.

F. **Access to Caterer Site:**

1. Permit employees of the Institution or Facility, designated program officials of the Department, the FDLE, and USDA access to:
   
   a. Inspect the Caterer’s preparation site prior to the delivery of catered meals; and

   b. To observe and be present during preparation and delivery of meals, without prior notice, at any time during the contract period.

G. **Access to Records and Maintenance of Records:**

1. The books and records of the Caterer pertaining to the Institution or Facility’s food service operation will be available for inspection and audit by representatives of the Department, of USDA, and of the U.S. General Accounting Office at any reasonable time and place, for a period of three years from the date of receipt of final payment under the
contract, or in cases where an audit requested by the Department or USDA remains unresolved, until such time as the audit is resolved.

2. The Caterer will maintain such records (supported by invoices, receipts, or other evidence) as the Institution or Facility will need to meet its responsibilities under 7 C.F.R. § 226.6(i), and will promptly submit invoices and delivery reports to the Institution or Facility at least monthly, as specified in 7 C.F.R. § 226.6(i)(2).

3. The records that the Caterer will maintain include, but are not limited to:
   a. Purchase orders, invoices from food distributors, and production records;
   b. Delivery records and meal change form confirmations;
   c. Temperature logs for storage, cooking and holding of potentially hazardous foods, and transportation to the Institution or Facility;
   d. Invoices to the Institution or Facility;
   e. Notices of non-payment;
   f. Records necessary to comply with federal and state laws and regulations;
   g. All state and federal tax records associated with this contract; and
   h. The contract, all addendums, and amendments.

H. Repayment for Disallowed Meals:
   1. The Caterer will reimburse the Institution or Facility for the contract amount for all claimed meals denied by the CCFP if:
      a. The Institution or Facility provides the Caterer written notice within one year of the delivery of the denied meals and the CCFP formal denial of reimbursement; and
      b. The CCFP denial of reimbursement is the direct result of the Caterer’s failure to comply with the meal requirements of this contract.

I. Indemnification and Contract Insurance Requirement:
   1. The Caterer must secure and maintain, at its sole expense and for the duration of this contract term and any extensions or renewals, insurance policies to protect itself and indemnify, save, and hold harmless the Institution or Facility, and its officers, agents, and employees against any and all actions, suits, judgments, penalties, or costs of whatsoever kind or nature for injury to or death of any person or persons and for any loss or damage to persons or property resulting from 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 Caterer’s employees, agents, or representatives.

   2. The Caterer accepts full responsibility for identifying and determining the types and extent of liability insurance necessary to provide reasonable financial protections for itself, the Institution or Facility, and the clients to be served under this contract. The
limits of coverage under each policy maintained by the Caterer do not limit the Caterer’s liability and obligations under this contract.

3. The Caterer must deliver the written notification and a Certificate of Coverage to the Institution or Facility of insurance coverage at the time this contract or renewal is executed and within five business days of any change in insurance or terms of insurance.

4. The Caterer’s failure to maintain insurance coverage during the term of this contract will be grounds for the Institution or Facility to declare the Caterer in default of the contract and immediately terminate the contract for failure to perform.

5. The Caterer will defend any action or actions filed in connection with any claims or liabilities, and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith.

6. The Caterer must promptly pay any judgment rendered against the Institution or Facility 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. The Caterer agrees to save and hold the Institution or Facility and their officers, agents, and employees harmless therefrom.

7. In the event the Institution or Facility or its officers, agents, and employees is 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 or Facility and its officers, agents, and employees any and all costs and expenses incurred by the Institution or Facility and its officers, agents, and employees in such action or proceeding including but not limited to, legal costs and attorneys’ fees.

III. The Institution or Facility’s Responsibilities:

A. The Institution or Facility will ensure the following:

1. As applicable, provide the Caterer with a list of the State agency approved child care centers, day care homes, adult day care centers, and outside-school-hours care centers to be furnished meals by Caterer, and the number of meals, by type, to be delivered to each location.

2. Deliver the meals according to the Delivery Schedule (Attachment 6). Ensure the specified delivery time is no earlier than three hours before the CCFP approved start time of each hot meal service.

3. Increases and decreases in the number of meals ordered may be made by the Institution or Facility, as needed, by 5:00 p.m., two days prior to delivery. Complete the Catered Meal Order Change Form (Attachment 11) and fax or scan and email to the Caterer by 5:00 p.m., two days prior to delivery.

4. Ensure the meals delivered meet contract terms, conditions, and specifications, and are properly maintained and stored until served. Prior to signing a delivery ticket, the Institution or Facility staff will:

   a. Verify the number of meals delivered and menu items. Any damaged or incomplete meals will not be accepted and will not be included when the number of delivered meals is determined.
b. Verify cold foods are delivered at or below 41°F. Any cold foods delivered at or above 42°F will not be accepted.

c. Verify hot foods are delivered at or above 135°F. Any hot foods delivered at or below 134°F will not be accepted.

d. Verify meals are delivered no earlier than specified delivery time and no later than start time of requested meal service.

5. Reject the entire meal type if deficient according to the terms and conditions of the contract. Deficiencies will include but are not limited to: cold foods delivered at or above 42°F, hot foods delivered at or below 134°F, meal missing menu item, meal not the contracted menu, spoiled menu item, or meal contains unauthorized menu substitutions. Complete the Catered Meal Service Deficiency Report (Attachment 10) if there is a deficiency. If the deficiency involves potentially hazardous food, notify the Department immediately and submit a completed Catered Meal Service Deficiency Report (Attachment 10) to the Department within twenty-four hours. If the site is under a sponsor, immediately provide a completed Catered Meal Service Deficiency Report (Attachment 10) to the sponsor.

6. Follow food safety and sanitation requirements of licensing authority or local county health department’s Environmental Health Program. Complete Food Acceptance Log (Attachment 12).

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

A. Prices, Taxes, and Cash Discount:

1. All prices are fixed for the duration of the contract period.

2. The contract price will include:

   a. Price of food, milk, disposable meal service products, packaging;

   b. Transportation; and

   c. All other related costs (e.g., condiments, utensils, etc.).

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

4. Any applicable taxes are in addition to the quotation and are not included therein.

5. Cash discounts for prompt payment will not be considered in determining the lowest net cost for contract evaluation purposes.

B. Invoicing and Payment:

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

2. The Institution or Facility will pay the Caterer the unit price specified in the Price Schedule (Attachment 7) multiplied by the number of meals provided as specified in the invoice. The Institution or Facility will pay:

a. No later than 41 days from its receipt of the invoice from the Caterer unless the invoice provides otherwise; or

b. Five days after receiving CCFP reimbursement, whichever occurs sooner.

3. The Caterer may seek the following late fees from the Institution or Facility for late payment of invoices. Late fees must not be paid from CCFP funds.

<table>
<thead>
<tr>
<th>Time Period from invoice receipt date</th>
<th>Maximum late fee</th>
<th>Late fees</th>
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<tbody>
<tr>
<td>42 to 52 days</td>
<td>Two percent of the invoice or $200 whichever amount is greater</td>
<td>1st fee</td>
</tr>
<tr>
<td>53 to 62 days</td>
<td>1st fee plus two percent of the invoice or $200 whichever amount is greater</td>
<td>2nd fee</td>
</tr>
<tr>
<td>63 to 72 days</td>
<td>1st and 2nd fee plus two percent of the invoice or $200 whichever amount is greater</td>
<td>3rd fee</td>
</tr>
<tr>
<td>73 to 82 days</td>
<td>1st, 2nd, and 3rd fee plus two percent of the invoice or $200 whichever amount is greater</td>
<td>4th fee</td>
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C. Non-payment for Meal Deficiencies:

1. The Caterer will not be paid for meals which are delivered outside of the agreed upon time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract.

2. Any payment denial will be supported by delivery documentation demonstrating deviation from the requirements of this contract.

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

1. For invoices not paid within 42 days after the Institution or Facility received the invoice the Caterer will send the Institution or Facility a notice letter by certified mail (return receipt requested) with a copy of the original invoice attached within 42 days after the Institution or Facility received the invoice or five days after the Institution or Facility receives CCFP reimbursement, whichever occurs first. The Caterer will also provide a copy of the notice letter to the CCFP.

2. The Caterer will suspend service or terminate its contract with the Institution or Facility if the Institution or Facility has failed to make full and complete payment for any invoice 63 days or more after that invoice is due and owing. The Caterer’s failure to terminate its contract will not waive the Caterer’s right to seek payment under Florida law.

V. Miscellaneous:
A. **Amendments:**

1. No amendments to this contact will be enforced unless and until such amendments are:
   a. In writing;
   b. Agreed to and signed by each party; and
   c. Approved by the Department.

B. **Special Conditions and Specifications:**

1. Any special conditions and specifications which vary from the general terms and conditions of this contract must be agreed to 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 will have precedence.

C. **Emergency Requirement:**

1. Generally:
   a. If the Institution or Facility is required to close due to an emergency, the Institution or Facility will be required to pay for all food previously delivered prior to the closure.
   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. The Institution or Facility must notify the Caterer at the earliest time feasible if a child care center will be closed for any reason.

2. Emergencies affecting a geographical area:
   a. In the event of an emergency affecting an entire geographical area, each party will act in good faith to keep the other party informed of its ability to perform the conditions of the contract.
   b. The Caterer must immediately notify in writing all Institutions or Facilities served if the emergency requires the Caterer to close, alterations of menu, or other interruptions or partial interruptions of service.
   c. Any disruption or alteration of service will be documented, and a copy of the document will be provided to the Institution or Facility 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, the Institution or Facility will notify the Caterer of their plan for operation during the pending emergency. For instance, if a hurricane warning is issued, the Institution or Facility will 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, government offices close, or local stores close.
   e. If the Institution or Facility does not provide reasonable notice of its closure it will be responsible for the payment of meals the Caterer attempted to deliver during regularly scheduled times.

D. **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 must be incorporated into the renewal contract consistent with the requirement for amendments.

3. Renewal of the contract will be completed by mutual agreement, in writing, and will 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 will be allowed in the subsequent years of the contract.

5. The annual percentage increase will be adjusted annually on July 1, as specified by 7 C.F.R. § 226.4(i), on the basis of changes in the series for food away from home of the Consumer Price Index for All Urban Consumers published by the Department of Labor. Such adjustment must be rounded to the nearest lower cent, based on changes measured over the most recent twelve-month period for which data are available. The adjustment to the rates must be computed using the unrounded rate in effect for the preceding year.

6. No price increase under this or any renewed contract will take effect without prior written consent signed by both Parties.

E. Assignment and Subcontracting:

1. The obligations of this contract cannot be assigned.

2. The Caterer must not subcontract meals provided under the terms of this contract or for the assembly of the meal.

F. Termination:

1. Termination at Will:
   a. This contract may be canceled by either Party upon no less than 30 days’ written notice, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notification must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination for Breach:
   a. The Institution’s or Facility’s Rights:
      1) The Institution or Facility will 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 must notify the Caterer. The notification must be in writing, delivered by certified mail (return receipt requested), or in person with proof of
delivery, stating the specific instances of non-compliance with the terms and conditions of the contract. The Institution or Facility must await the Caterer’s specific performance under the contract for 24 hours after the Caterer receives the Institution’s or Facility’s written demand.

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

4) The Institution or Facility will have the right to immediately terminate the contract for breach after continued documented noncompliance by the Caterer regardless of the Caterer’s corrective action.

5) The Institution or Facility will provide written notice to the Caterer of the termination of the Caterer’s right to proceed under this contract if the Institution or Facility finds that gratuities in the form of entertainment, gifts, or any other thing of value was offered or given by the Caterer to any officer or employee of the Institution or Facility with the intent of securing a contract or securing favorable treatment with respect to the awarding, amending, or the Caterer’s conduct under the contract.

6) The Institution or Facility will provide written notice to the Caterer of the termination of the Caterer’s right to proceed under this contract if the Institution or Facility finds the Caterer, licensed by DBPR, has failed to maintain a Risk Level 3 license.

7) The Institution or Facility will immediately provide written notice to the Caterer of the termination of the Caterer’s right to proceed under this contract if the Institution or Facility finds the Caterer has a total of 12 or more high priority, critical violations, or risk factors identified in food service inspections during the contract period based on inspection data obtained from the permitting authority.

8) If the Caterer is required to close for any reason which prevents their ability to comply with the contract’s requirements, the Institution or Facility may terminate for breach and must:

i) Contact the caterer with the next lowest quote or bid for catering services, if the breach occurred during original or initial catering contract year. This new contract would be eligible for term renewal; or

ii) Contact a caterer from the CCFP Caterer List to finish term of contract at same unit prices and menu. This new contract would not eligible for term renewal.

9) The Institution or Facility will immediately provide written notice to the Caterer of the termination of the contract if the Caterer is issued an emergency closure lasting longer than 24 hours by the permitting authority during the contract period.

10) The Institution or Facility will immediately provide written notice to the Caterer of the termination of the contract if the Caterer is issued more...
than one emergency closure by the permitting authority during the contract period.

b. The Caterer’s Rights:

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

2) Upon election of its right to terminate the contract, the Caterer will notify the Institution or Facility. Such notification must be in writing, delivered by certified mail (return receipt requested), e-mail, facsimile, or in person with proof of delivery, stating the specific instances of non-compliance with the terms and conditions of the contract. The Caterer will await the Institution’s or Facility’s specific performance under the contract for 24 hours after the Institution or Facility receives the Caterer’s written demand.

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

c. Additional conditions for termination for failure to pay for catering services:

1) The Caterer may terminate service under this contract for nonpayment if the Institution or Facility has failed to make full payment for any invoice 60 or more days after that invoice is due and owing. Any claim the Caterer asserts for nonpayment must be supported by all delivery records, invoices, and a copy of the Institution’s or Facility’s account payment history.

2) The Caterer will retain the right under Florida law to seek payment for all services delivered under this contract.

3) 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 or Facility’s failure to make full payment for any invoice 63 or more days after that invoice is due and owing. The Caterer’s failure to terminate its contract will not waive the Caterer’s right to seek payment under Florida law.

G. Default:

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

   a. If a Caterer is found in default of this contract by the Department, such finding may result in:

      1) Requiring the Caterer to pay all re-procurement costs;

      2) Removing the Caterer’s name from the CCFP Caterer List; and

      3) Prohibiting all Institutions or Facilities participating in the CCFP from receiving further reimbursement for any meals delivered under this or any
other contract with the Caterer.

H. Cancellation:

1. The Institution or Facility will 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 or Facility will be responsible for meals that have been delivered to its institution or facility. This contract may be cancelled if:

   a. The Institution or Facility is not approved by the Department to participate in the CCFP;

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

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

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

I. Void if Disqualified:

1. This contract will become null and void as of the date of the specified event:

   a. The Caterer is disqualified by the Department pursuant to Florida Administrative Code Rule 64F-17.004, if the Caterer fails to:

      1) Meet the requirements of the contract;

      2) Continue to comply with the requirements for entering into the contract;

      3) Remain in good standing on the CCFP Caterer List with the Department; or

      4) 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.

   b. The Institution or Facility is disqualified from participation in the CCFP; or

   c. The Caterer is suspended, debarred, or otherwise prohibited from accepting government contracts or government funding pursuant to 2 C.F.R. § 180, 2 C.F.R. § 200.13, and Appendix II to 2 C.F.R. § 200 (H).

J. Mediation:

1. The parties to the contract will attempt to resolve disputes under this contract through mutually agreed mediation.

2. Should mediation fail, disputes will be resolved under the laws of Florida.

3. Regardless of resolution, costs or expenses for which the Institution or Facility subsequently accepts or is assigned liability will not be paid from CCFP reimbursement.
funds, unless those costs or expenses have been previously approved by the Department for reimbursement under the terms of this contract.

K. Business and Professional Qualifications:

1. The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. The Caterer must 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. The Caterer must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent or more of the Caterer’s organization or any of its branches, affiliates, or parent company.

3. The Caterer’s food service establishment must be licensed, permitted, and inspected as required by:
   a. Chapter 509, Florida Statutes, if the Caterer is regulated by DBPR;
   b. Section 381.0072, Florida Statutes, if the Caterer is regulated by the Department’s Bureau of Environmental Health; or
   c. Chapter 500, Florida Statutes, if the Caterer is regulated by Florida Department of Agriculture and Consumer Services.

4. All permits, inspections, licenses, and insurance must be in full force at the time of the contract execution, and throughout the term of the contract. Failure to maintain any of these required items constitutes grounds for 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.

5. The Caterer must maintain less than a total of 12 high priority, critical violations, or risk factors identified in food service inspections during the contract period based on inspection data obtained from the permitting authority and calculated across food service establishments owned and operated by the same Caterer if more than one food service establishment is used to fulfill any part of the contracted meals.

L. Independent Capacity of Parties:

1. In the performance of this contract, each Party:
   a. Is an independent party to this contract;
   b. Is solely liable for the performance of all tasks contemplated by this contract;
   c. Its officers, agents, or employees in performance of this contract will act in an independent capacity and not as an officer, employee, or agent of the Department; and
   d. Will not represent to others that it has the authority to bind the Department in any way or fashion.

M. Conflict of Interest:

1. Each party will be responsible for ensuring that no conflict of interest exists in the execution and administration of this contract.
2. The Caterer is prohibited from having a financial or other interest in the Institution or Facility served under this contract.

3. The Institution or Facility is prohibited from having a financial or other interest in the Caterer serving the Institution or Facility or its sponsored centers.

4. The Parties are required to complete the Conflict of Interest Questionnaires (Attachments 8 and 9). These records will be maintained in the Institution's or Facility's contract file, and will be subject to review during CCFP site visits for the purpose of confirming that a conflict of interest has not been recorded or allowed to exist.

5. Any contract with a conflict will be void from its inception. Meals provided under such voided contract may be disallowed and repayment to the CCFP demanded.

N. Governing Law:

1. This contract will be enforceable, construed, and governed by federal and Florida law. Parties will be required to comply with all applicable federal and state laws, rules, and regulations regarding the execution and enforcement of this contract and its use in the CCFP.

VI. Special Provisions:


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

B. Buy American Requirement:

1. Parties to this contract must comply with P.L. 105-336 to the maximum extent practicable to purchase food products that are produced in the United States.

2. The Parties are permitted exceptions (which are rare) to the “Buy American” requirement under the following conditions:

   a. Products required for the preparation of catered meals are not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality; or
   
   b. The cost of the domestically produced food product that would be used in a catered meal is significantly higher than that of the foreign product.

C. Geographic Preference:

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

D. Minority Participation:
1. The Institution or Facility will take affirmative steps to ensure that small businesses, minority-owned businesses and women’s business enterprises are used whenever possible. Affirmative steps will include the following:

   a. Including qualified small businesses, minority-owned businesses, and women’s business enterprises on solicitation lists;

   b. Assuring that small businesses, minority-owned businesses, and women’s businesses are solicited whenever they are potential sources;

   c. 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;

   d. Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses, and women’s businesses;

   e. 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.

E. Equal Employment Opportunity:


F. 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.

G. Clean Air and Federal Water Pollution Control Act:

   Contracts in excess of $150,000 must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations will be reported to the Department and the Regional Office of the Environmental Protection Agency (EPA). Failure to comply constitutes an inability to fulfill the terms of the contract.

H. Byrd Anti-Lobbying Amendment:

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

I. **Pro-Children Act of 1994:**

The Caterer and Institution or Facility must comply with the Pro-Children Act of 1994, 20 U.S.C. §§6081-8084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including day care, early childhood development, or education on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

J. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708):**

Contracts in excess of $100,000 must comply with all applicable standards, orders or regulations issued pursuant to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations 29 C.F.R. § 5.

K. **Debarment and Suspension (Executive Orders 12549 and 12689):**

Contracts must not be made to parties listed on the government wide exclusions in the System for Award management (SAM), in accordance with 2 C.F.R. § 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded from receiving federal contracts and subcontracts.

L. **Children with Disabilities:**

The Caterer is required to substitute food components of the meal for children with disabilities when the disability restricts their diet. Substitutions are made on a case-by-case basis by the Institution or Facility, and must be supported by a statement of the need for substitutes that includes the recommended alternate foods.

M. **E-Verify Registration:**

The Institution or Facility will use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all persons employed during the contract term by the Institution or Facility to perform employment duties within Florida.

N. **Employment of Unauthorized Aliens:**

The employment of unauthorized aliens by the Caterer or the Institution or Facility is considered a violation of Section 274A (e) of the Immigration and Nationality Act, 8 U.S.C. § 1324(a) (2006). A Caterer or Institution or Facility who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of contract.

O. **Public Records:**

The Caterer and the Institution or Facility must meet all requirements for retaining public records and allowing access to the public records pursuant to Chapter 119, Florida Statutes.

P. **Federal Policy Prohibiting Discrimination:**
In accordance with Federal civil rights law and USDA civil rights regulations and policies, the USDA, its Agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

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

a. Mail: United States Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410;

b. Fax: (202) 690-7442; or

c. Email: program.intake@usda.gov.
**Contract Signature Page**

By this signature, the undersigned warrants and affirms that he or she has no financial interest in the Institution or Facility. Should such financial interest be later found, this contract and all reimbursement under it will be refundable to the CCFP from the date such financial interest existed.

**FOR CATERER:**

<table>
<thead>
<tr>
<th>Original Signature of Authorized Caterer Representative and Accepting Responsibility in the name of the Caterer</th>
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**FOR INSTITUTION OR FACILITY:**

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Mark here if the Institution or Facility desires to renew the contract for an additional one year term.

**THIS RENEWAL**, is entered into between the Parties. The Institution or Facility is exercising its option to renew this contract for a one year period as mutually agreed to by both parties beginning on and ending on . All terms and conditions of the original contract and any amendments and addendums thereto will remain in force and effect for this renewal.

**IN WITNESS WHEREOF**, the parties have executed this Renewal by their undersigned officials as duly authorized.

**FOR CATERER:**

| Original Signature of Authorized Caterer Representative and Accepting Responsibility in the name of the Caterer |

**FOR INSTITUTION OR FACILITY:**

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### CCFP Standard Catering Contract FFY 2018-2019

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### Mark here if the Institution or Facility desires to renew the contract for an additional one year term.

**THIS RENEWAL**, is entered into between the Parties. The Institution or Facility is exercising its option to renew this contract for a one year period as mutually agreed to by both parties beginning on ______________ and ending on ______________. All terms and conditions of the original contract and any amendments and addendums thereto will remain in force and effect for this renewal.

**IN WITNESS WHEREOF**, the parties have executed this Renewal by their undersigned officials as duly authorized.

---

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

### Child Meal Pattern Food Components:

<table>
<thead>
<tr>
<th>Age Group and Serving Size:</th>
<th>1 and 2 year olds:</th>
<th>3 – 5 year olds:</th>
<th>6 – 18 year olds:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk^2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fluid milk</td>
<td>4 fluid ounces</td>
<td>6 fluid ounces</td>
<td>8 fluid ounces</td>
</tr>
<tr>
<td>Vegetables, fruits, or portions of both^3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable(s) and/or fruit(s)</td>
<td>1/4 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Grains^5,6,7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*whole grain, whole grain-rich, enriched Bread</td>
<td>1/2 slice</td>
<td>1/2 slice</td>
<td>1 slice</td>
</tr>
<tr>
<td>Bread product such as biscuit, roll, muffin</td>
<td>1/2 serving</td>
<td>1/2 serving</td>
<td>1 serving</td>
</tr>
<tr>
<td>Cooked breakfast cereal^8, cereal grain, and/or pasta</td>
<td>1/4 cup</td>
<td>1/4 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Ready-to-eat breakfast cereal (dry, cold)^8</td>
<td>1/4 cup</td>
<td>1/3 cup</td>
<td>3/4 cup</td>
</tr>
<tr>
<td>*Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week.</td>
<td>*½ oz.</td>
<td>*½ oz.</td>
<td>*1 oz.</td>
</tr>
</tbody>
</table>

### Lunch/Supper (5 components):

<table>
<thead>
<tr>
<th>Age Group and Serving Size:</th>
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<td>Fluid milk</td>
<td>4 fluid ounces</td>
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<tr>
<td>Meat and Meat Alternates</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lean meat, poultry, or fish^10</td>
<td>1 oz.</td>
<td>1 1/2 oz.</td>
<td>2 oz.</td>
</tr>
<tr>
<td>Tofu, soy products, or alternate protein products^11</td>
<td>1 oz.</td>
<td>1 1/2 oz.</td>
<td>2 oz.</td>
</tr>
<tr>
<td>Cheese</td>
<td>1 oz.</td>
<td>1 1/2 oz.</td>
<td>2 oz.</td>
</tr>
<tr>
<td>Large egg</td>
<td>1/2 egg</td>
<td>3/4 egg</td>
<td>1 egg</td>
</tr>
<tr>
<td>Cooked dry beans or peas</td>
<td>1/4 cup</td>
<td>3/8 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Peanut butter or soynut butter or other nut/seed butters</td>
<td>2 Tbsp.</td>
<td>3 Tbsp.</td>
<td>4 Tbsp.</td>
</tr>
<tr>
<td>Yogurt, plain or flavored, unsweetened or sweetened^12</td>
<td>4 oz. or 1/2 cup</td>
<td>6 oz. or 3/4 cup</td>
<td>8 oz. or 1 cup</td>
</tr>
<tr>
<td>Peanuts, soynuts, tree nuts, or seeds^9</td>
<td>1/2 oz. = 50%</td>
<td>3/4 oz. = 50%</td>
<td>1 oz. = 50%</td>
</tr>
<tr>
<td>Vegetables^3,4</td>
<td>1/8 cup</td>
<td>1/4 cup</td>
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</tr>
<tr>
<td>Fruits</td>
<td>1/8 cup</td>
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<td>Grains^5,7</td>
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**Note:** Milk must be served with each breakfast, lunch and supper meal. Between a child’s first and second birthday, whole milk is required. After the child’s second birthday, it is required that lowfat or fat-free milk be served. Flavored milk cannot be served to children less than 6 years of age.

**Conversions:**

\[
\begin{align*}
\frac{1}{2} \text{ cup} &= 4 \text{ fl. oz.} \\
\frac{3}{4} \text{ cup} &= 6 \text{ fl. oz.} \\
1 \text{ cup} &= 8 \text{ fl. oz.} \\
1 \text{ pint} &= 2 \text{ cups} \\
1 \text{ quart} &= 2 \text{ pints} = 4 \text{ cups} \\
1 \text{ gallon} &= 4 \text{ quarts} = 16 \text{ cups}
\end{align*}
\]
### Child Meal Pattern Food Components:

<table>
<thead>
<tr>
<th>Snack (Select 2 different components)</th>
<th>Milk²</th>
<th>Meat and Meat Alternates</th>
<th>Vegetables³</th>
<th>Fruits³</th>
<th>Grains* ⁵,⁷</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4 fluid ounces</td>
<td>1/2 oz.</td>
<td>2 oz. or 1/4 cup</td>
<td>1/2 cup</td>
<td>1/2 slice</td>
</tr>
<tr>
<td>Fluid milk</td>
<td>4 fluid ounces</td>
<td>1/2 oz.</td>
<td>2 oz. or 1/4 cup</td>
<td>1/2 cup</td>
<td>1/2 slice</td>
</tr>
<tr>
<td>Lean meat, poultry or fish¹⁰</td>
<td>1 oz.</td>
<td>1/2 oz.</td>
<td>4 oz. or 1/2 cup</td>
<td>1 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Tofu, soy products, or alternate protein products¹¹</td>
<td>1 oz.</td>
<td>1/2 oz.</td>
<td>4 oz. or 1/2 cup</td>
<td>1 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Cheese</td>
<td>1 oz.</td>
<td>1/2 oz.</td>
<td>4 oz. or 1/2 cup</td>
<td>1 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Large egg</td>
<td>1/2 egg</td>
<td>1 oz.</td>
<td>4 oz. or 1/2 cup</td>
<td>1 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Cooked dry beans or peas</td>
<td>1/4 cup</td>
<td>1 oz.</td>
<td>4 oz. or 1/2 cup</td>
<td>1 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Peanut butter or soynut butter or other nut/seed butters</td>
<td>2 Tbsp.</td>
<td>2 oz. or 1/4 cup</td>
<td>2 oz. or 1/4 cup</td>
<td>2 oz. or 1/4 cup</td>
<td></td>
</tr>
<tr>
<td>Yogurt, plain or flavored, unsweetened or sweetened¹²</td>
<td>4 oz. or 1/2 cup</td>
<td>2 oz. or 1/4 cup</td>
<td>2 oz. or 1/4 cup</td>
<td>2 oz. or 1/4 cup</td>
<td></td>
</tr>
<tr>
<td>Peanuts or soynuts or tree nuts or seeds</td>
<td>1 oz.</td>
<td>1 oz.</td>
<td>4 oz. or 1/2 cup</td>
<td>1 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Vegetables</td>
<td>3/4 cup</td>
<td>1 oz.</td>
<td>4 oz. or 1/2 cup</td>
<td>1 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Fruits</td>
<td>3/4 cup</td>
<td>1 oz.</td>
<td>4 oz. or 1/2 cup</td>
<td>1 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Grains*</td>
<td>3/4 cup</td>
<td>1 oz.</td>
<td>4 oz. or 1/2 cup</td>
<td>1 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>*whole grain, whole grain-rich, enriched</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For children age one – must be unflavored whole milk. For children two through five years – must be unflavored lowfat (1 percent) or unflavored fat-free (skim) milk. For children six years and older – must be unflavored or flavored lowfat (1 percent), or fat-free (skim) milk.

3. Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

4. A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

5. At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

6. At breakfast, meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains (one serving).

7. Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

8. Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams sucrose and other sugars per 100 grams of dry cereal).

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. The serving size for lean meat, poultry, or fish is the edible portion as served.

11. Alternate protein products must meet the requirements in Appendix A to Part 226.

12. Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

13. At snack, select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

---

**Attachment 1 (Continued)**

**CCFP Meal Pattern for Children (continued)**

<table>
<thead>
<tr>
<th>Child Meal Pattern Food Components:</th>
<th>Age Group and Serving Size:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 and 2 year olds:</td>
</tr>
<tr>
<td></td>
<td>3 – 5 year olds:</td>
</tr>
<tr>
<td></td>
<td>6 – 18¹ year olds:</td>
</tr>
<tr>
<td>Fluid milk</td>
<td>4 fluid ounces</td>
</tr>
<tr>
<td>Lean meat, poultry or fish¹⁰</td>
<td>1/2 oz.</td>
</tr>
<tr>
<td>Tofu, soy products, or alternate protein products¹¹</td>
<td>1/2 oz.</td>
</tr>
<tr>
<td>Cheese</td>
<td>1/2 oz.</td>
</tr>
<tr>
<td>Large egg</td>
<td>1/2 egg</td>
</tr>
<tr>
<td>Cooked dry beans or peas</td>
<td>1/4 cup</td>
</tr>
<tr>
<td>Peanut butter or soynut butter or other nut/seed butters</td>
<td>2 Tbsp.</td>
</tr>
<tr>
<td>Yogurt, plain or flavored, unsweetened or sweetened¹²</td>
<td>4 oz. or 1/2 cup</td>
</tr>
<tr>
<td>Peanuts or soynuts or tree nuts or seeds</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Vegetables</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Fruits</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Grains*</td>
<td>1 oz.</td>
</tr>
</tbody>
</table>

*whole grain, whole grain-rich, enriched

---

¹ Includes 1 ounce of low-fat or fat-free milk. ¹⁰ Includes 1 ounce of cold dry cereal. ¹¹ Includes 1 ounce of flour. ¹² Includes 1 ounce of unflavored dry cereal. ¹³ Includes 1 ounce of dry cereal.
Children care providers have the unique opportunity to ensure healthy eating habits are developed early and promote wellness to all children in their care.

**Fluid Milk:**
- After the child’s first birthday and prior to the second birthday, whole milk must be served.
- After the child’s second birthday, lowfat (1%) or fat-free milk must be served.
- Flavored milk is not allowed for children under the age of six. Children ages six and older may be served lowfat or fat-free flavored milk.
- The type(s) of milk served must be noted on the menu (fat content and if flavored).

**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.
- One cup of leafy greens counts as ½ cup of vegetables.
- Less than 1/8 cup of vegetables and fruits may not be counted to meet the vegetable and/or fruit component.
- At lunch and supper, one vegetable and one fruit or two different vegetables may be served (two fruits may not be served to meet this requirement).

**Grains:**
- Grains 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, plain corn tortillas/chips, and corn grits must be designated as whole or enriched to be creditable.
- At least one serving per day, across all eating occasions, should be 100% whole grain. Whole grain-rich allowed. This must be noted on the menu (e.g. “whole grain bread” or “WG Bread” or “WGR crackers”).
- Only ready-to-eat breakfast cereals containing 6 grams (g) of sugar or less per dry ounce may be served (refer to the Florida WIC Approved Cereal List).
- Prepackaged grain products must have enriched flour or meal or whole grains as the first ingredient listed on the package.
- Grain-based desserts (e.g. cookies, donuts, granola bars, and graham crackers) do not count towards meeting the grains requirements.

**Meat or Meat Alternate:**
- Commercially processed combination foods (convenience entrees – frozen or canned) must have a CN Label or manufacturer’s Product Formulation Statement 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.
- Yogurt must not contain more than 23 g of total sugars per 6 ounces (15 g per 4 ounces or 3.8 g/ounce).
- At breakfast, meat/meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat/meat alternate is equal to one ounce equivalent of grains (one serving).

**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/peanut version of A, B, or C; or Kosher menu) – pages iv-viii
## Minimum Food Specifications, Exhibit A – Grains Requirement, and FL WIC Approved Cereal List

**Milk**

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.

**Note:** Milk must be served with each breakfast, lunch and supper meal. Children one year of age must be served unflavored whole milk. Children two through five years old must be served either unflavored lowfat (1 percent) or unflavored fat-free (skim) milk. Children six years old and older must be served unflavored or flavored lowfat (1 percent) or fat-free (skim) milk.

### Vegetables

<table>
<thead>
<tr>
<th>Vegetables</th>
<th>Canned</th>
<th>Frozen</th>
<th>Fresh</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bean, Dip</strong></td>
<td>Prepared, ready-to-eat, Must be from a USDA or FDA inspected plant.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Variety – including hummus, flavors)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Beans, Baked</strong></td>
<td>Beans, baked, sauce containing brown sugar, ketchup and mustard sauce. U.S. Grade A or Fancy.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Beans, Black</strong></td>
<td>U.S. Grade A or Fancy</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Beans, Green</strong></td>
<td>Cut, 1 ½&quot;, 4 sieve, U.S. Grade A or Fancy.</td>
<td>U.S. Grade A or Fancy</td>
<td>U.S. No. 1</td>
</tr>
<tr>
<td><strong>Beans, Lima, Baby</strong></td>
<td>U.S. Grade A or Fancy</td>
<td>U.S. Grade A or Fancy</td>
<td>U.S. No. 1</td>
</tr>
<tr>
<td><strong>Beans, Refried</strong></td>
<td>Must be from a USDA or FDA inspected plant, smooth paste or paste with whole and partial bean pieces, plain with vegetable oil – no lard.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Beans, Red</strong></td>
<td>Dark or light red, U.S. Grade A or Fancy, water packed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Broccoli</strong></td>
<td>Cut, U.S. Grade A or Fancy</td>
<td>U.S. No. 1</td>
<td></td>
</tr>
<tr>
<td><strong>Broccoli and Cauliflower</strong></td>
<td>U.S. Grade A, 50% Broccoli, 50% Cauliflower</td>
<td>U.S. No. 1</td>
<td></td>
</tr>
<tr>
<td><strong>Broccoli, Ready-to-use</strong></td>
<td>Florets – 1” to 2 ¾” by 1 to 1 ½”, U.S. No. 1, USDA, QTV</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Carrots</strong></td>
<td>Sliced or diced U.S. Grade A, Fancy</td>
<td>Sliced or diced U.S. Grade A</td>
<td>Whole, U.S. No. 1</td>
</tr>
<tr>
<td><strong>Carrots, Ready-to-use</strong></td>
<td>Baby-cut – 2” by 3/8” to 11/16”, U.S. No. 1, from USDA inspected plant.</td>
<td>Sticks – 3 ¾” to 4” by ¼” to ½”, U.S. No. 1, from USDA inspected plant.</td>
<td></td>
</tr>
<tr>
<td><strong>Carrot, Pineapple &amp; Raisin Salad</strong></td>
<td>Prepared salad pack – Must be from a USDA inspected plant.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cabbage</strong></td>
<td>U.S. No. 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cabbage, Ready-to-use</strong></td>
<td>Shredded – Green, 1/16”, U.S. No. 1, from USDA inspected plant.</td>
<td>Salad mix – Shredded green cabbage, shredded red cabbage and carrots mixed, U.S. No. 1, from USDA inspected plant.</td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Grade</td>
<td>Notes</td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
<td>----------------------</td>
<td>----------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Cauliflower, Ready-to-use</td>
<td>Florets – 1” to 2 ½” by 1” to 1 ½”, U.S. No. 1, USDA, QTV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Celery</td>
<td>U.S. Extra No. 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Celery, Ready-to-use</td>
<td>Sticks – ¾” by 4”, U.S No. 1, from USDA inspected plant.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coleslaw</td>
<td>Prepared salad pack – Must be from a USDA inspected plant.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corn</td>
<td>Vacuum pack, whole kernel, golden sweet Midwest. U.S. Grade A or Fancy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corn, Mexican</td>
<td>U.S. Grade A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cucumbers</td>
<td>U.S. Grade A or Fancy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greens (Collard, Mustard or Turnip)</td>
<td>Chopped, U.S. Grade A or Fancy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lettuce</td>
<td>Iceberg head - U.S. Grade No. 1 Romaine (or cos lettuce) U.S. Grade No. 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lettuce, Ready-to-use</td>
<td>Chopped – Medium, iceberg, U.S. No. 1, from USDA inspected plant Salad mix – Chopped iceberg lettuce and romaine, U.S. No. 1, from USDA inspected plant.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mixed Vegetables</td>
<td>California Style - U.S. Grade A, broccoli cuts, cauliflower florets, carrot cuts 5 Vegetable Blend - U.S. Grade A, 28% each corn and carrots, 17% each peas, and beans, 10% limas Italian Vegetables - U.S. Grade A, IQF sliced zucchini, cauliflower, carrot chunks, Italian green beans, lima beans and red peppers Oriental Style - U.S. Grade A, French cut green beans, broccoli cuts, onion strips, sliced mushrooms, diced red peppers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peas, Black Eye</td>
<td>Monarch or Clemson varieties, light skin with dark eye U.S. No. 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peas, Green</td>
<td>U.S. Grade A or Fancy</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CCFP Standard Catering Contract FFY 2018-2019
<table>
<thead>
<tr>
<th>Item</th>
<th>Quality/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peas and Carrots</td>
<td>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</td>
</tr>
<tr>
<td>Peppers, Green, Red, Yellow, Orange</td>
<td>U.S. No. 1 Whole or pre-cut, Julienne</td>
</tr>
<tr>
<td>Pickles, Dill strips</td>
<td>Prime Quality, firm, plump and uniform in size, cut length wise with kosher taste</td>
</tr>
<tr>
<td>Pickles, Dill slices</td>
<td>U.S Grade B</td>
</tr>
<tr>
<td>Pickles, Sweet chip</td>
<td>US Grade B, cross cuts or slices</td>
</tr>
<tr>
<td>Potatoes</td>
<td>Whole or sliced, U.S. Grade A</td>
</tr>
<tr>
<td>Potatoes, New</td>
<td>Whole or sliced, U.S. Grade A</td>
</tr>
<tr>
<td>Potatoes, Sweet</td>
<td>U.S. Grade A in Light Syrup</td>
</tr>
<tr>
<td>Salsa</td>
<td>Mild, containing all vegetable w/ minor amounts of spices.</td>
</tr>
<tr>
<td>Spinach</td>
<td>Chopped, U.S. Grade A or Fancy</td>
</tr>
<tr>
<td>Squash, Yellow, Summer</td>
<td>Sliced, U.S. Grade A or Fancy</td>
</tr>
<tr>
<td>Squash, Winter (Acorn or Butternut)</td>
<td>Chopped or mashed, U.S. Grade A or Fancy</td>
</tr>
<tr>
<td>Succotash</td>
<td>U.S. Grade A, whole-grain sweet corn shall not comprise less than 50% by weight and lima beans shall not comprise less than 12.5% by weight.</td>
</tr>
<tr>
<td>Three Bean Salad</td>
<td>U.S. Grade A or Fancy, mixture of green beans, wax beans, and dark or light red beans, marinated.</td>
</tr>
<tr>
<td>Tomatoes</td>
<td>Whole, sliced, or crushed, U.S. Grade B or Extra Standard.</td>
</tr>
<tr>
<td>Tomato Sauce</td>
<td>U.S. Grade B or Extra Standard</td>
</tr>
<tr>
<td>Yucca</td>
<td>Skinless, pre-cut</td>
</tr>
<tr>
<td>Zucchini</td>
<td>Sliced, U.S. Grade A or Fancy</td>
</tr>
<tr>
<td>Fruit</td>
<td></td>
</tr>
<tr>
<td>Apples (All varieties)</td>
<td>U.S. Grade A, Sliced, regular pack in water.</td>
</tr>
<tr>
<td>Applesauce</td>
<td>U.S. Grade A, Natural, Unsweetened.</td>
</tr>
<tr>
<td>Florida Avocados</td>
<td>U.S. No. 1 or U.S. Combination (at least 60%, by count, meet U.S. No. 1)</td>
</tr>
<tr>
<td>Bananas</td>
<td>Must be delivered to Institution with even bright yellow color, un-bruised</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Cantaloupe</td>
<td>“Full slip” stem end, free from lumps or soft spots.</td>
</tr>
<tr>
<td>Clementines (or</td>
<td>U.S. Grade B or U.S. Choice, packed in own juice or unsweetened fruit juice.</td>
</tr>
<tr>
<td>tangerines)</td>
<td></td>
</tr>
<tr>
<td>Fruit Cocktail</td>
<td>U.S. Grade B or U.S. Choice, packed in own juice or unsweetened fruit juice.</td>
</tr>
<tr>
<td>Grapes (halved)</td>
<td>U.S. No. 1, seedless, red or white, must be halved</td>
</tr>
<tr>
<td>Honeydew</td>
<td>Symmetrical, firm-not rock-hard, free from lumps or soft spots.</td>
</tr>
<tr>
<td>Juice, Ready-to-serve (All varieties)</td>
<td>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.  <strong>Juice must be delivered to the institution ready-to-serve.</strong></td>
</tr>
<tr>
<td>Mandarin Oranges</td>
<td>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.</td>
</tr>
<tr>
<td>Mangos</td>
<td>U.S. Fancy or U.S. No.1.</td>
</tr>
<tr>
<td>Oranges (All varieties)</td>
<td>Fresh- U.S. Fancy Chilled- US Grade A or Fancy</td>
</tr>
<tr>
<td>Peaches</td>
<td>U.S Grade B or U.S. Choice, Halves or slices, Yellow, cling stone, packed in own juice or unsweetened fruit juice.</td>
</tr>
<tr>
<td>Pears</td>
<td>U.S. Grade A, Bartlett, Halves or slices, packed in own juice or unsweetened fruit juice.</td>
</tr>
<tr>
<td>Pineapple (Sliced, tidbits, cubes, or chunk)</td>
<td>U.S. Grade A packed in own juice or unsweetened fruit juice.</td>
</tr>
<tr>
<td>Plantains (Maduros – sweet, or tostones/mofongo/mangu – not sweet)</td>
<td>Sliced, Individually Quick Frozen, pre-cooked, oven ready. Not pre-fried, zero grams trans fat per serving.</td>
</tr>
<tr>
<td>Tropical Mixed Fruit</td>
<td>U.S. Grade B or U.S. Choice, packed in own juice or unsweetened fruit juice.</td>
</tr>
<tr>
<td>Raisins</td>
<td>Dried, seedless, mixed size. U.S. Grade A.  1/8 cup raisins credits as 1/4 cup fruit; 1/4 cup raisins credits as 1/2 cup fruit.</td>
</tr>
<tr>
<td>Seasonal Fresh Fruit</td>
<td>Choice of cantaloupe, honeydew, mango, pineapple, strawberries, or watermelon.</td>
</tr>
<tr>
<td>Strawberries</td>
<td>U.S. No. 1</td>
</tr>
<tr>
<td>Watermelon</td>
<td>With or without seeds, dull skin, no flat sides, has hollow sound when tapped.</td>
</tr>
<tr>
<td>Grains</td>
<td>Must meet Grain Requirements for CCFP, Exhibit A. Must be whole grain, whole grain-rich, or enriched. 100% whole grain means that all grain ingredients are whole grain. Cornmeal and corn flour and products using cornmeal and corn flour such as arepa, tortillas, tortilla chips, taco shells, cornbread, and corn muffins must be whole grain, whole grain-rich, or enriched. Grain products must be zero grams trans fat per serving.</td>
</tr>
<tr>
<td>Meat/Meat Alternates</td>
<td></td>
</tr>
<tr>
<td><strong>Beef, Breaded country fried patties</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Beef, Canned Cubed</strong></td>
<td>Lean meat only, in juice. ½” to 1” cubes. USDA inspected.</td>
</tr>
<tr>
<td><strong>Beef, Ground</strong></td>
<td>Beef, ground, bulk, frozen; IMPs 136; 80:20 lean to fat ratio or less than 20% fat.</td>
</tr>
<tr>
<td><strong>Beef, Patties</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Beef, Salisbury patties</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Beef, Shoulder Clod Roast</strong></td>
<td>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 toasts 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.</td>
</tr>
<tr>
<td><strong>Beef, for Stewing</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Cheese (shredded or sliced or stick)</strong></td>
<td>The following cheeses will meet 21 C.F.R. §133 standards of identity: Cheddar – U.S. Grade A A. Colby – U.S. Grade A A. Mozzarella – Low moisture, Part skim, 100% natural cheese, minimum milkfat 45% and maximum moisture content of 52%. American – pasteurized, process cheese or blended cheese, processed in USDA approved plant, process cheese: minimum milkfat 50% by weight of solids and maximum moisture content is 40%, blended cheese: 13-17% milkfat by total weight and not more than 51% moisture content. Provolone – pasteurized, minimum milkfat 45% by weight of solids and maximum moisture content is 45% by weight. (No smoked.) Swiss – U.S Grade A</td>
</tr>
<tr>
<td><strong>Cheese, Cottage</strong></td>
<td>Pasteurized, plain, USDA Quality Approved Inspection Shield, meets 21 C.F.R. §133 standards of identity.</td>
</tr>
<tr>
<td><strong>Chicken, Breaded patty</strong></td>
<td>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.</td>
</tr>
<tr>
<td>Item Description</td>
<td>Details</td>
</tr>
<tr>
<td>------------------</td>
<td>---------</td>
</tr>
<tr>
<td><strong>Chicken, 8 Piece Cut</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Chicken, Drumsticks</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Chicken, Nuggets</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Chicken, Thighs (No back)</strong></td>
<td>Raw, individually quick frozen, ice glazed, cleaned and ready to cook, hand cut from USDA inspected grade A fryers. Raw portion weight 4.1 oz. plus or minus ½ oz. Packaged in heavy duty poly bags inside legibly labeled heavy-duty master cartons.</td>
</tr>
<tr>
<td><strong>Chicken, Whole</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Eggs</strong></td>
<td>USDA inspected large, Grade A or better, 100% candled. Eggs may be raw in shell, fully cooked whole eggs, frozen diced, frozen patty (CN Label products available), or broken homogenized and pasteurized.</td>
</tr>
<tr>
<td><strong>Egg, Salad</strong></td>
<td>Fully cooked eggs (see Eggs specification). “Salad” may be prepared by mixing eggs with relish and/or chopped vegetables such as celery and onions. Mayonnaise may be used as a moistening agent to “bind” the salads. Egg portion must be one whole large egg before added ingredients.</td>
</tr>
<tr>
<td><strong>Fish, Portion (breaded)</strong></td>
<td>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. USDA/NOAA Seafood Inspection approved.</td>
</tr>
<tr>
<td><strong>Fish, Portion (un-breaded)</strong></td>
<td>Cod or Alaska Pollack, or Haddock, or Tilapia, or Whitefish, U.S. Grade A once-frozen fish fillets. USDA/NOAA Seafood Inspection approved.</td>
</tr>
<tr>
<td><strong>Fish, Sticks</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Fish, Tuna</strong></td>
<td>Fancy, chunk, light, packed in water. Canned or flexible pouch. No salt added. USDC certified.</td>
</tr>
<tr>
<td><strong>Fish, Tuna, salad</strong></td>
<td>Tuna fish (as specified above) “salad” may be prepared by mixing tuna fish with relish and/or chopped vegetables such as celery and onions. Mayonnaise may be used as a moistening agent to “bind” the salads. Weight of portion of tuna must be 2 ounces before added ingredients.</td>
</tr>
<tr>
<td><strong>Nut/Seed Butter</strong></td>
<td>Peanut butter, or soy nut butter: US Grade A, smooth.</td>
</tr>
<tr>
<td><strong>Pork, Breaded patty</strong></td>
<td>Fully cooked, breaded, not pre-fried, zero grams trans fat per serving. CN Label or Product Formulation Statement (PFS) required. Minimum 2.83 oz. patty to provide 1.5 oz. meat/meat alternate and 1 serving of bread for children ages 1-5. Minimum 3.75 oz. patty to provide 2 oz. meat/meat alternate and 1½ serving of bread for children ages 6-12. Ingredients: Ground pork (not to exceed 24% fat), water, vegetable protein product, spices and seasonings. Breading not to exceed 30%. No dried whole eggs or MSG allowed.</td>
</tr>
<tr>
<td><strong>Pork, Ham</strong></td>
<td>Lean, boneless, cured, pressed, skinless – Fully-cooked. Moist heat, Pullman, approximately 4 ¼” square. Must be fully cooked, sectioned and formed. USDA Inspected and stamped. IMPS #508. Smoked – 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. Deli-Style – Round or flat buffet. No binders, fillers or soy allowed. Minimum 94% lean.</td>
</tr>
<tr>
<td><strong>Pork, Roast</strong></td>
<td>Raw, fresh or frozen. Boston butt, center loin, or blade-end. U.S. Grade No. 1, less than 1” backfat thickness.</td>
</tr>
<tr>
<td><strong>Pork, Sausage</strong></td>
<td>Patty, Link or Market Style. Lightly seasoned and or flavored. No artificial casings. Total fat content not to exceed 20%.</td>
</tr>
<tr>
<td>Food Description</td>
<td>Description</td>
</tr>
<tr>
<td>---------------------------</td>
<td>--------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Turkey, Breast</td>
<td>Deli-style, whole muscle, roasted/fully cooked, boneless, skinless, minimum 96% fat free, may be smoked.</td>
</tr>
<tr>
<td>Turkey, Ground</td>
<td>Made from USDA inspected turkeys, 100% turkey meat, no binders or fillers, minimum 85% lean.</td>
</tr>
<tr>
<td>Turkey, Roast</td>
<td>Frozen, raw, USDA Grade A. Boneless, 60/40 white/dark ratio, wrapped in natural skin, netted. 8-10 lb. each.</td>
</tr>
<tr>
<td>Turkey, Slices</td>
<td>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.</td>
</tr>
<tr>
<td>Turkey, Whole</td>
<td>Young Tom Eviscerated, 16 lb. and over. USDA Grade A.</td>
</tr>
<tr>
<td>Veggie Burger</td>
<td><strong>Hamburger Style Classic</strong>, 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.</td>
</tr>
<tr>
<td>Yogurt</td>
<td>Type II (High Protein), Class B (lowfat) or C (nonfat), Flavor 2 (fruit flavored) – flavor style a (blended/stirred/set). Must contain no more than 23 grams of total sugars per 6 ounces (no more than 19 grams per 5 oz.; no more than 15 grams per 4 oz.). 4 oz. cups or larger. Product shall: be commercial brand products; have a shelf life of at least 50 days from date of manufacturer.</td>
</tr>
<tr>
<td><strong>Combination Foods</strong></td>
<td>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. <strong>The Caterer must inform the institution/facility of the appropriate serving size and supply documentation to institution/facility.</strong></td>
</tr>
<tr>
<td>Pizza, Wedge or Rectangle with Whole Grain</td>
<td>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.</td>
</tr>
<tr>
<td>Sandwiches (Midnight/Cuban, Ham and cheese, Turkey and cheese, Tuna Salad)</td>
<td>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.) <strong>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.</strong></td>
</tr>
<tr>
<td><strong>Other Foods</strong></td>
<td><strong>Including:</strong> butter; margarine, salad dressings, cream cheese, mayonnaise, etc. Must be zero grams trans fat per serving; low-fat or reduced fat products recommended.</td>
</tr>
</tbody>
</table>
## Grains Requirement for Child Care Food Program

Revised Exhibit A – Grains Requirements for Catered Meal Service\(^1\)\(^,\)\(^2\)

### GROUP A

<table>
<thead>
<tr>
<th>Minimum Serving Size for GROUP A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 serving = 22 gm or 0.8 oz</td>
</tr>
<tr>
<td>½ serving = 11 gm or 0.4 oz</td>
</tr>
</tbody>
</table>

- Bread type coating
- Bread sticks (hard)
- Chow mein noodles
- Savory Crackers (saltines and snack crackers)
- Croutons
- Pretzels (hard)
- Stuffing (dry)

**Note:** weights apply to bread in stuffing.

### GROUP B

<table>
<thead>
<tr>
<th>Minimum Serving Size for GROUP B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 serving = 28 gm or 1.0 oz</td>
</tr>
<tr>
<td>½ serving = 14 gm or 0.5 oz</td>
</tr>
</tbody>
</table>

- Animal crackers (plain)
- Bagels
- Batter type coating
- Biscuits
- Breads (sliced, French, Italian)
- Buns (hamburger and hot dog)
- Egg roll skins
- English muffins
- Graham crackers (plain)
- Pita bread
- Pizza crust
- Pretzels (soft)
- Rolls
- Tortillas
- Tortilla chips
- Taco shells

### GROUP C

<table>
<thead>
<tr>
<th>Minimum Serving Size for GROUP C</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 serving = 34 gm or 1.2 oz</td>
</tr>
<tr>
<td>½ serving = 17 gm or 0.6 oz</td>
</tr>
</tbody>
</table>

- Cornbread
- Corn muffins
- Croissants
- Pancakes
- Waffles

### GROUP D

<table>
<thead>
<tr>
<th>Minimum Serving Size for GROUP D</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 serving = 55 gm or 2.0 oz</td>
</tr>
<tr>
<td>½ serving = 28 gm or 1.0 oz</td>
</tr>
</tbody>
</table>

- Muffins (all, except corn)

### GROUP E

<table>
<thead>
<tr>
<th>Minimum Serving Size for GROUP E</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 serving = 69 gm or 2.4 oz</td>
</tr>
<tr>
<td>½ serving = 35 gm or 1.2 oz</td>
</tr>
</tbody>
</table>

- French toast

### GROUP F/G

<table>
<thead>
<tr>
<th>Minimum Serving for GROUP F/G</th>
</tr>
</thead>
</table>

- Grain-based desserts are not creditable.

### GROUP H

<table>
<thead>
<tr>
<th>Minimum Serving for GROUP H</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 serving = ½ cup cooked or</td>
</tr>
<tr>
<td>1 ounce (28 g) dry</td>
</tr>
</tbody>
</table>

- Breakfast cereals (cooked)\(^3\)
- Bulgur or cracked wheat
- Cereal Grains (barley, quinoa, etc)
- Macaroni (all shapes)
- Noodles (all varieties)
- Pasta (all shapes)
- Ravioli (noodle only)
- Rice (white or brown)

### GROUP I

<table>
<thead>
<tr>
<th>Minimum Serving for GROUP I</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 serving = ¾ cup for children</td>
</tr>
<tr>
<td>ages 6-18</td>
</tr>
<tr>
<td>1 serving = ½ cup for children</td>
</tr>
<tr>
<td>ages 3-5</td>
</tr>
<tr>
<td>1 serving = ¼ cup for children</td>
</tr>
<tr>
<td>ages 1-2</td>
</tr>
</tbody>
</table>

- Ready to eat breakfast cereal (cold, dry)\(^3\)

---

1. The following foods must be whole grain, whole grain-rich, or enriched.
2. 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.
3. Breakfast cereals are traditionally served as a breakfast item but may be served in meals other than breakfast. Cereals must contain no more than 6 grams of sugar per dry ounce and must be whole-grain, whole grain-rich, or enriched cereal. Refer to Florida WIC-Approved Cereal List.

**Note:** Cornmeal and corn flour and products using cornmeal and corn flour such as arepa, tortillas, plain tortilla chips, taco shells, cornbread, and corn muffins must be whole-grain, whole-grain rich, or enriched.
Florida WIC-Approved Cereal List 2018-2019

Breakfast Cereal

Highlighted cereals meet the 100% whole grain requirement

Cereals with * contain 51% or more whole grain.

**General Mills**

- Cheerios *
- Cheerios Ancient Grains *
- MultiGrain Cheerios *
- Blueberry Chex GF *
- Cinnamon Chex GF *
- Corn Chex GF *
- Rice Chex GF *
- Wheat Chex *
- Wheaties *
- Total GF *
- Berry Berry Kix *
- Honey Kix *
- Kix *

**Kellogg's**

- All-Bran Complete Wheat Flakes *
- Corn Flakes *
- Crispix *
- Frosted Mini-Wheats: Original *
- Little Bites *
- Rice Krispies *
- Special K Original *

**Malt O Meal**

- Corn Flakes *
- Hot Wheat Original *
- Farina Original *

**Post**

- Bran Flakes *
- Grape-Nuts *
- Honey Bunches of Oats: With Almonds *
- Vanilla Bunches *
- Whole Grain Honey Crunch *

**Quaker**

- Instant Grits Original *
- 11.8 oz Instant Oatmeal Original *
- Life Original *
- Oatmeal Squares: Brown Sugar *
- Cinnamon *

**Sunbelt Bakery**

- Simple Granola *

**Any Store Brand orRalston Foods Brand of the following:**

- Almonds & Oats *
- Bran Flakes *
- Corn Flakes *
- Corn Chex *
- Crisp/Crispy Rice *
- Crispy Hexagons (Corn & Rice) *
- Crunchy Nuggets *
- Crunchy Honey Oats *
- Crunchy Oat Squares *
- Crunchy Wheat *
- Crunchy Wheat & Barley *
- Corn Flakes *
- Essentially You *
- Frosted Snowman'd Wheat: Original *
- Strawberry/Cream *
- Frosted Wheat *
- Happy Ch's *
- Honey & Oats *
- Instant Grits Original *
- 11.8 oz Instant Oatmeal:
  - Original/Regular *
- Krunch Nutter's *
- Live Life 100% Oat Cereal *
- Lively Oats/Live It Up *
- MultiGrain Flakes *
- MultiGrain Medley *
- MultiGrain Toasted Cereal *
- Nutty Nuggets *
- O's Oat Cereal *
- Oat Squares/Oat Wize *
- Oats & More with Honey *
- Oats & More with Almonds *
- Original Oat Crunch *
- Rice Crisp/Rice Crispens/Toasted Rice *
- Rice/Corn Biscuits/Squares/Pockets *
- Snowman's Shaped Rice/Corn *
- Square-Shaped Wheat/Oats *
- Tasteros *
- Toasted Corn *
- Toasted Multi-Grain Spins *

**B & G Foods**

- Cream of Rice (Cremo de Arroz) GF *
- Cream of Rice Instant GF *
- Cream of Wheat Whole Grain *
- Cream of Wheat Instant Whole Grain *

This document has been edited for use in the Florida Child Care Food Program.
**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.

<table>
<thead>
<tr>
<th>Menu</th>
<th>Menu Description</th>
</tr>
</thead>
</table>
| Menu One | Peanut butter and jelly sandwich (ages 1-5: 1Tbsp, ages 6-18: 2 Tbsp) on 100% whole grain bread  
Yogurt  
(aages 1-5: 4 oz, ages 6-18: 6 oz)  
Carrot sticks  
Apple wedges  
Milk |
| Menu Two | Chicken pita  
(1 oz. chopped boneless chicken, ½ oz. cheddar cheese and ¼ cup lettuce in pita pocket – increase cheese to 1 oz for 6-18 year olds)  
Seasonal fresh fruit  
(cantaloupe, honeydew, mango, pineapple, strawberries, watermelon – no bananas/apples)  
Celery sticks  
**Ranch Dressing**  
100% whole grain tortilla chips  
Milk |
| Menu Three | Turkey and cheese sandwich on 100% whole grain bread  
**Mayo/mustard**  
Sliced cucumber and tomato  
Mixed fruit cup  
Milk |
| Menu Four | Ham and cheese sandwich on 100% whole grain bread  
**Mayo/mustard**  
Carrot and celery sticks  
**Ranch Dressing**  
Orange wedges  
Milk |
| Menu Five | Tuna salad on bun  
Broccoli florets  
**Ranch dressing**  
Sliced peaches  
100% whole grain crackers  
Milk |
Meal Services to be Provided

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

   - Breakfast
     - Bulk
     - Unitized

   - Lunch/Supper
     - Bulk
     - Unitized

   - Snack
     - Bulk
     - Unitized

2) The Institution or Facility must select milk type(s) and size(s) of milk container(s) to be delivered. Children one year of age must be served unflavored whole milk. Children two through five years old must be served either unflavored lowfat (1 percent) or unflavored fat free (skim) milk. Children six years old and older must be served unflavored or flavored lowfat (1 percent) or fat-free (skim) milk. 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 or Facility outside the scope of this contract.

   - Unflavored Lowfat (1%)
     - Gallon
     - Half-gallon
     - Individual 8 oz. cartons
     - Other:

   - Unflavored Fat-Free
     - Gallon
     - Half-gallon
     - Individual 8 oz. cartons
     - Other:

   - Flavored Fat-Free or Lowfat
     - Gallon
     - Half-gallon
     - Individual 8 oz. cartons
     - Other:

   - Unflavored Whole
     - Gallon
     - Half-gallon
     - Individual 8 oz. cartons
     - Other:

   Maximum number of children age one (unflavored whole): ____________
   Maximum number of children age 6 and older (if requesting flavored fat free): ____________

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

   - Bulk, Caterer must deliver sandwich foods separately in bulk.
   - Pre-assembled, Caterer must deliver sandwiches pre-made.

4) The Institution or Facility 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 or Facility 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:
   - 8 oz. paper cold cup
   - 10 oz. paper cold cup
   - 8 oz. foam cup
   - 10 oz. foam cup
   - 9 oz. soft plastic, translucent cup
   - 10 oz. soft plastic, translucent cup
   - 9 in., 3-compartment, white, un-laminated foam or plastic plate
   - 10.25 in., 3-compartment, white, un-laminated foam or plastic plate
   - 4 oz. or 8 oz. foam container
   - 5 oz., white, plastic bowl
   - 12X13, 1 ply, white, 1/4 fold napkins
   - Medium weight, plastic forks
   - Medium weight, plastic spoons
   - Individually wrapped plastic straws

5) The Institution or Facility must check below if the Caterer shall supply with each delivery, clean serving utensils (scoops and/or ladies 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 or Facility (in ink and retain copy) prior to execution of the Standard Catering Contract and provided to the Caterer. (Make additional copies if needed.)

The Institution or Facility must:

- Delete or add facilities at least one week prior to the required date of service. The Delivery Schedule or other written notice must be used to add or delete facilities.
- Specify delivery time and ensure that it is no earlier than three hours before the CCFP approved start time of each hot meal service (lunch and/or supper).

Deliver the same day snack and next day breakfast at the specified delivery time for each hot meal service (lunch and supper) according to Delivery Schedule, unless otherwise requested by the Institution or Facility.

<table>
<thead>
<tr>
<th>Institution or Facility</th>
<th>Address</th>
<th>Telephone No.</th>
<th>Contact Person</th>
<th>Type of Meal* &amp; Estimated Total No. Needed Per Day</th>
<th>Specified Delivery Time(s)</th>
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</tbody>
</table>

*B = Breakfast, L = Lunch, S = Supper, MS = Morning Snack, AS = Afternoon Snack, ES = Evening Snack
**Attachment 7**

**Price Schedule**

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

<table>
<thead>
<tr>
<th>Type of Meal per Contract Specifications</th>
<th>Estimated Total No. of Meals per Day 1</th>
<th>Estimated No. of Serving Days per Year 2</th>
<th>Unit Price per Meal 3</th>
<th>Total Price 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast (Ages 1-5*)</td>
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<tr>
<td>Breakfast (Ages 6-18)</td>
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<td>Lunch (Ages 1-5*)</td>
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<td>Lunch (Ages 6-18)</td>
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<td>Supper (Ages 1-5*)</td>
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<td>Supper (Ages 6-18)</td>
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<tr>
<td>Morning Snack (Ages 1-5*)</td>
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<td>Morning Snack (Ages 6-18)</td>
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<td>Afternoon Snack (Ages 1-5*)</td>
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<td>Afternoon Snack (Ages 6-18)</td>
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<td>Evening Snack (Ages 1-5)</td>
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<td>Evening Snack (Ages 6-18)</td>
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<tr>
<td>“Boxed” Lunches (Ages 1-5)</td>
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<tr>
<td>“Boxed” Lunches (Ages 6-18)</td>
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</tbody>
</table>

Note: “Boxed” lunches may be requested by the Institution for field trips. Institution must keep documentation of field trip and menu served.

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

**Grand Total 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 8

Institution or Facility Conflict of Interest Questionnaire
The authorized Institution or Facility representative must complete this attachment.

1. Do you, your immediate family, or business partner have financial or other interests in any of the potential Caterers? □ Yes □ No

2. Have gratuities, favors or anything of monetary value been offered to you or accepted by you from any of the potential Caterers? □ Yes □ No

3. Have you been employed by any of the potential Caterers within the last 24 months? □ Yes □ No

4. Do you plan to obtain a financial interest, e.g. stock, in any of the Caterers? □ Yes □ No

5. Do you plan to seek or accept future employment with any of the potential Caterers? □ Yes □ No

6. Are there any other conditions which may cause a conflict of interest? □ Yes □ No

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

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

________________________________________________________________________________

Signature of Authorized Institution Representative Date
Attachment 9

Caterer Conflict of Interest Questionnaire
The authorized Caterer representative must complete this attachment.

1. Do you, your immediate family, or business partner have financial or other interests in the Institution of which you are submitting this contract?  
   Yes ☐ No ☐

2. Have gratuities, favors or anything of monetary value been offered to you or accepted by you from the Institution?  
   Yes ☐ No ☐

3. Have you been employed by the Institution or Facility within the last 24 months?  
   Yes ☐ No ☐

4. Do you plan to obtain a financial interest, e.g. stock, in the Institution or Facility?  
   Yes ☐ No ☐

5. Do you plan to seek or accept future employment with the Institution or Facility?  
   Yes ☐ No ☐

6. Are there any other conditions which may cause a conflict of interest?  
   Yes ☐ No ☐

If you answered Yes to any of the above questions, please provide a written explanation of your answer.
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I declare that the above questions are answered truthfully and to the best of my knowledge.

Signature of Authorized Caterer Representative __________________________ Date __________
Attachment 10
Catered Meal Service Deficiency Report

Child Care Center Information

Center Name:  
*Sponsor Name (If applicable):  
Date of Report:  
Date of Incident:  
Caterer Name:

Please check the deficiency that applies to the report

☐ Food not delivered on time.  Requested Time:  :  Delivery Time:  :

☐ Hot food delivered below 135 °F.  Item:  Temperature:  °F

☐ Cold food delivered above 41 °F.  Item:  Temperature:  °F

☐ Delivery does not include all meal components.  Missing:  

☐ Delivery does not include the quantity ordered.  Missing:  

☐ Delivery does not include the supplies requested.  Missing:  

☐ Delivered food that is spoiled or unwholesome.  

☐ Other deficiency.

Additional comments to explain the deficiency:

Child Care Staff Name:  Date Sent to Caterer:

Caterer Response

Caterer Signature:  Date Sent to Child Care Center:  

*Provide copy to Sponsor if applicable.

CCFP June 2017
Attachment 11

Catered Meal Order Change Form

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

Institution Name: ____________________________________________

Child Care Facility Name: _____________________________________

Child Care Facility Address: ____________________________________

Caterer Name: ________________________________________________

Authorized Institution Representative: ____________________________

<table>
<thead>
<tr>
<th>Meal Type</th>
<th>Current Total No. of Meals Ordered per Day</th>
<th>Change Total No. of Meals Ordered To:</th>
<th>Time Period (Please designate “until further notice” or with specific dates)</th>
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<tbody>
<tr>
<td>Breakfast (Ages 1-5)</td>
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<td>Breakfast (Ages 6-18)</td>
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Maximum number of children age one (unflavored whole milk): __________________________

Maximum number of children age 6 and older (if requesting flavored fat free milk): ________________

Caterer received date: ____________________________

Effective change date: ____________________________
## Food Acceptance Log

**TIME OF ARRIVAL:** ____________

**FOOD PROVIDER:** ______________________

**DATE:** ___

<table>
<thead>
<tr>
<th>FOOD ITEM</th>
<th>QUANTITY</th>
<th>TEMP (°F)</th>
<th>CONDITION</th>
<th>INITIALS</th>
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I verify that the food listed above was inspected by me. The food is in sound condition, free from spoilage and contamination, and potentially hazardous foods were received at proper temperatures unless noted otherwise. To the best of my knowledge the food items received do not include any prohibited items as listed in 65C-22.005(1)(b).

**NAME:** ______________________

**SIGNATURE:** ______________________

1 - Potentially Hazardous Foods (Cold foods must be received at \( \leq 41\, ^0\text{F} \) and Hot foods must be received at \( \geq 135\, ^0\text{F} \))

2 - (✓) Item was accepted or (x) Item was rejected

(A record of all pre-prepared food transported into the facility must be maintained for four months for review by the licensing authority)