

OKLAHOMA STATE DEPARTMENT OF EDUCATION
FOOD SERVICE MANAGEMENT COMPANY (FSMC)
CONTRACT
FOR CHILD AND ADULT CARE FOOD PROGRAM
(CACFP)

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SECTION A

FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT PROCEDURES

These instructions address procurement related to FSMC contracts. Section 226.2 of CACFP regulations defines an FSMC as “an organization other than a public or private nonprofit school with which a facility may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the program.”

Facilities that contract for meals from school food authorities (SFAs) are exempt from these procedures to the extent that contracts with SFAs may be procured noncompetitively.

As with all other federal funds, the primary objective of these procedures is to ensure ***maximum open and free competition***.

CONTRACT DURATION/RENEWALS

The duration of ***all*** contracts for meal service ***must be limited to one year***. In addition, the effective beginning and ending dates must be stated in the contract. Lastly, the beginning date of the contracted service should not be prior to the date the contract is signed.

REVIEW OF PROCUREMENT PROCEDURES FOR MEAL SERVICE

For all contracts in excess of \$250,000 per year, the invitation for bid (IFB), or competitive sealed bid (formal advertising), is the procurement method to be used by centers that wish to purchase meal service. Sealed bids are ***solicited*** from an adequate number of known suppliers ***and*** publicly ***advertised*** in the local paper. The advertisement should be a paid advertisement and not just submitted to a local paper with a request that it be printed as a public service.

Allow ***at least 14 days*** from the public notice to the due date for the bids. You should also allow a few days from the due date of the bids to the date of the bid opening to allow for mail. The bids are to be ***publicly opened*** and a firm-fixed-price contract awarded to the ***responsible bidder*** whose bid, conforming with all the material terms and conditions of the IFB, is the most ***responsive and lowest in price***.

If references are requested, this requirement needs to be in the IFB. In addition, if a list of contracts the FSMC has had for the past two years or so is required, this too must be stated in the IFB.

For contracts costing in the aggregate ***no more than \$250,000 per year***, ***small purchase procedures*** may be used. If you are utilizing this procedure, you must:

- Obtain an ***adequate number*** (commonly three, but may be less if not available) of written or oral price quotations from qualified sources.

- Maintain a *written record* of the quotations obtained.
- Award the contract to the *lowest responsible bidder* with the *lowest responsive quote or bid*. If the lowest bid will not be taken, you must keep justification on file documenting why the lowest bid was not taken before signing a contract.

All procurement transactions, regardless of price, shall be conducted in a manner that provides *maximum open and free competition*. Procurement procedures shall not restrict or eliminate competition. All requirements and other factors to be used in evaluating bids must be clearly set forth. Awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the IFB. Consideration shall be given to such matters as contractor integrity, compliance with public policy, and documented record of past performance. If any of these become an issue for you, they need to be fully documented and consultation with the State Department of Education (the *State Agency*) should be considered.

Copies of all signed contracts must be submitted to the State Agency each year for approval.

Lastly, should you have any problems with an FSMC, notification should be in the form of letters to the company documenting specific problems and the corrective actions needed, including precise time frames. The results of these actions should also be documented. The State Agency cannot allow the selection of a higher bidder because of problems with the lowest bidder unless the rejection is based on sound business reasons and the problems have been sufficiently documented.

SECTION B

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(Only for facilities with contracts in excess of \$100,000 per year)**

- (a) By submission of this bid, the bidder certifies and, in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:
 - (a) (1) The prices in this bid have been arrived at independently—without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor.
 - (a) (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to bid opening, directly or indirectly to any other bidder or to any competitor.
 - (a) (3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each person signing this bid certifies that:
 - (b) (1) He or she is the person in the bidding organization responsible for the decision as to the prices being offered herein and that he or she has not participated and will not participate in any action contrary to (a) (1) through (a) (3) above; or
 - (b) (2) (1) He or she is not the person in the bidding organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to (a) (1) through (a) (3) above,
 - (b) (2) (1) and as the bidding organization’s agent, does hereby so certify that he or she has not participated and will not participate in any action contrary to (a) (1) through (a) (3) above.

Signature of Food Service Management Company’s Authorized Representative

Title Date

In accepting this bid, the facility certifies that the facility’s officers, employees, or agents have not taken any action which may have jeopardized the independence of the bid referred to above.

Signature of Facility’s Authorized Representative Agreement Number: _____

(Accepting a bid does not constitute acceptance of the contract.)

Note: Facility and Bidder shall execute this Certificate of Independent Price Determination.

SECTION C

INSTRUCTIONS TO BIDDERS (Only for facilities with contracts in excess of \$150,000 per year)

1. Definitions

As used herein:

- a. The term *bid* means an offer to perform the work described in the invitation for bid (IFB) at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- b. The term *bidder* means a food service management company (FSMC) submitting a bid in response to this IFB.
- c. The term *contractor* means a successful bidder who is awarded a contract by a facility under the Child and Adult Care Food Program (CACFP) under the United States Department of Education (USDA).
- d. The term *food service management company* means an organization, other than a public or private nonprofit school, with which a facility may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the program.
- e. The term *invitation for bid* means the document soliciting bids through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon acceptance by the facility.
- f. The term *facility* means the CACFP facility which issues this IFB.
- g. The term *unitized meal* means an individual proportioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit, and served as a unit, with or without milk.

Other terms shall have the meanings ascribed to them in CACFP regulations.

2. Submission of Bids

- a. Bidders are expected to examine carefully the specifications, schedules, attachments, terms, and conditions of this IFB. Failure to do so shall be at the bidder's risk.
- b. Bids shall be executed and submitted in triplicate. If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked *original* shall be governing should there be a variance between that copy of the bid and other copies submitted by the bidder. No change in the specifications or general conditions are allowed. Erasures on this bid shall be initialed by the bidder prior to submission.

- c. A copy of a current state or local health certificate for the food preparation facilities shall be submitted with the bid.

Failure to comply with any of the above shall be reason for rejection of the bid.

3. Explanation to Bidders

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

4. Acknowledgment of Amendments to IFBs

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

5. Bidders Having Interest in More Than One Bid

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

6. Time for Receiving Bids

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

7. Errors in Bids

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

8. Award of Contract

- a. The contract will be awarded to that responsive and responsible bidder whose bid will be most advantageous to the facility, with price and other factors considered. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

- b. The facility reserves the right to reject any or all bids when there are sound, documented business reasons in the best interest of the program and to waive informalities and minor irregularities in bids received.
- c. The facility reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature or the bid of a bidder which investigation shows is not in a position to perform the contract.

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

- a. Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail no later than the fifth calendar day prior to the date specified for the receipt of bids. For example, a bid submitted in response to an IFB requiring receipt of bids by the twentieth of the month must have been mailed by the fifteenth or earlier.
- b. Any modification or withdrawal of bid is subject to the same conditions as in 10a above, except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his or her authorized representative, provided his or her identity is made known and he or she signs a receipt for the bid. The withdrawal must be made prior to the exact time set for receipt of bids.
- c. The only acceptable evidence to establish the date of mailing of a late bid, modifications, or withdrawal sent either by registered or certified mail is the United States Postal Service postmark on the wrapper or on the original receipt from the Postal Service. If neither postmark shows a legible date, the bid, modifications, or withdrawal shall be deemed to have been mailed late. (The term *postmark* means a printed, stamped, or otherwise placed impression that is readily identifiable without further notice as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)
- d. Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the facility will be considered at any time it is received and may be accepted.

SECTION D

CONTRACT

CHILD AND ADULT CARE FOOD PROGRAM (CACFP)

INSTRUCTIONS: This contract is to be used when contracting for food service with an establishment that is not a public or private school. A copy of this contract must be submitted to the State Department of Education (SDE) for each facility that contracts meals.

The _____ and the _____
(Facility) (Agreement Number) (Food Service Management Company [FSMC])

enter into this contract for the FSMC to provide meals to the facility participating in the CACFP.

Name of Facility: _____

Address: _____

City, State, Zip: _____

Telephone Number: () _____

Name of Food Service Management Company: _____

Street Address: _____

City, State, Zip: _____

Telephone Number: () _____

Contract Commencement Date: _____

Contract Expiration Date: _____

SCOPE OF SERVICES

1. Contractor agrees to deliver meals (unitized, if applicable)* _____ of milk to the facility listed in Schedule A, attached hereto and made a part thereof, subject to the terms and conditions of this solicitation.
2. All meals furnished must meet or exceed USDA requirements set out in Schedule C, attached hereto and made a part thereof. All meals served under the Program shall meet the requirements of CFR 226.20.

Contractor shall furnish meals as ordered by the facility during the period of** _____ to** _____. Meals shall be served*** _____ days a week.

- * Facility shall insert *inclusive* or *exclusive* as applicable.
- ** Facility shall insert contract commencement date and expiration date.
- *** Facility shall insert appropriate number of serving days.

3. All breakfast, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the State agency determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the State agency may require unitization, with or without milk, of all breakfast, lunches, and suppers only if the State agency has evidence in which indicates that this requirement is necessary to ensure compliance with CFR 226.20.
4. The food service management company shall operate in accordance with current Program regulations.

UNIT PRICE SCHEDULE AND INSTRUCTIONS

- Prices shall be based on the following meal types, meeting the contract specifications set forth in Schedule C for meals to be delivered to the facility stated in Schedule A.

Contracted Price Per Meal	Number of Meals Estimated Per Day	Number of Meals Estimated for Contract Period
\$ _____ For each child's breakfast	_____	_____
\$ _____ For each child's lunch	_____	_____
\$ _____ For each child's s	_____	_____
\$ _____ For each child's supplement	_____	_____
\$ _____ For each adult's breakfast	_____	_____
\$ _____ For each adult's lunch	_____	_____
\$ _____ For each adult's supper	_____	_____
\$ _____ For each adult's supplement	_____	_____

2. Requirements Contract

- a. This is a requirements contract for the services specified in the schedule and for the period set forth therein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the facility's requirements for services set forth in the schedule do not result in orders in the amounts or quantities described as *estimated* in the schedule, such event shall not constitute the basis for an equitable price adjustment under this contract.
- b. The facility shall not be required to purchase from the contractor requirements in excess of the limit on total orders under this contract, if any.
- c. The facility may issue orders which provide for delivery to or performance at multiple destinations.
- d. The facility shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in the schedule will be dependent upon the needs and requirements of the facility.

3. **Pricing** shall be on the menus described in Schedule B. The price must include price of food, milk (if applicable), packaging, transportation, and all other related costs (e.g., condiments, utensils).

4. The **unit prices** of each meal type which the contractor agrees to furnish shall be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes, but any charges or taxes which are required to be paid under future laws must be paid by the contractor at no additional charge to the facility.

5. Meal Orders

The facility will order meals by _____ each day/week for the types and number of meals needed by _____ day/week.

The facility reserves the right to increase or decrease the number of meals ordered on a 48-hour notice or less if mutually agreed upon between the parties to this contract.

6. Menu-Cycle Change Procedure

Delivered meals shall be delivered on a daily basis in accordance with the menu cycle which appears in Schedule B. Deviation from this menu cycle shall be permitted only upon authorization of the facility. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, he or she shall notify the facility immediately so substitutions can be agreed upon. The facility reserves the right to suggest menu changes within the FSMC's food cost periodically throughout the contract period.

7. Noncompliance

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

8. Specifications

a. Packaging

- (1) Hot-Meal Unit packaging suitable for maintaining meals must be in accordance with local health standards. Container and overlay should have an airtight closure, be of nontoxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher.
- (2) The Cold-Meal Unit or Unnecessary-to-Heat container and overlay must be plastic or paper and nontoxic.
- (3) Cartons—Each carton shall be labeled. The label shall include:
 - (a) Processor's name and address (physical location)
 - (b) Item identity, meal type
 - (c) Date of production
 - (d) Quantity of individual units per carton
- (4) Meals shall be delivered with the following nonfood items: condiments, straws for milk, napkins, single-serve cutlery, etc. Facility shall insert nonfood items that are necessary for the meal to be eaten.

b. Food Preparation

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

c. Food Specifications

Contractor shall follow the menu cycle included on Schedule B and shall include, at a minimum, the portions specified by USDA for each meal, which are included in Schedule C.

All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA-approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.

Product Specifications: Milk and milk products are defined as “. . . fluid types of pasteurized flavored or unflavored whole milk or lowfat milk, skim milk, or cultured buttermilk which meet state and local standards for such milk” Milk delivered hereunder shall conform to these specifications.

GENERAL CONDITIONS

1. Delivery Requirements

- a. Delivery shall be made with the contractor to the facility in accordance with the order from the facility.
- b. Meals shall be delivered daily, unloaded, and placed in the facility by the contractor’s personnel at the location and time listed in Schedule A.
- c. Meals will be served at the time(s) indicated. (Check the applicable meal[s], and indicate time of service.)

- | | | | |
|--------------------------|-----------------|-------|-----------|
| <input type="checkbox"/> | Breakfast | _____ | a.m. |
| <input type="checkbox"/> | A.M. Supplement | _____ | a.m. |
| <input type="checkbox"/> | Lunch | _____ | a.m./p.m. |
| <input type="checkbox"/> | Supper | _____ | p.m. |
| <input type="checkbox"/> | P.M. Supplement | _____ | p.m. |
| <input type="checkbox"/> | Late Supplement | _____ | p.m. |

d. Meals will be furnished in the following manner:

- Meals will be available for pick up by facility personnel.
- Meals will be delivered to the facility by FSMC personnel.
- Food will be portioned in bulk containers.
 - FSMC will provide portioning utensils.
 - FSMC will not provide portioning utensils.
- Food will be portioned in individual serving containers.

- e. The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.
- f. Number of meals and delivery times:

The contractor must provide exactly the number of meals ordered. Counts of meals will be made at the facility before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

2. Supervision and Inspection

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

3. Record Keeping

- a. Delivery tickets must be prepared by the contractor, at a minimum, in duplicate: one for the contractor and one for the facility. Delivery tickets must be itemized to show the number of meals of each type delivered to the facility. Other information shall include complete menu and food items, quantities delivered, number of meals ordered/delivered, crediting information (Child Nutrition [CN] label or product analysis statement), recipe portioning information, as indicated in Schedule D. Designees of the facility will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the facility only if signed by the facility's designee.
- b. The contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract, or other evidence for inspection and reference to support payments and claims.
- c. The books and records of the food service management company pertaining to the institution's food service operation shall be available for inspection and audit by the representatives of the State Agency, of the Department, and of the U.S. General Accounting Office at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by the State agency or the Department remains unresolved, until such time as the audit is resolved;
- d. The food service management company shall maintain such records (supported by invoices, receipts or other evidence) as the institution will need to meet its responsibilities under this part, and shall promptly submit invoices and delivery reports to the institution no less frequently than monthly;

4. Method of Payment

- a. The contractor shall submit an itemized invoice to the facility each, as specified. Each invoice shall give a detailed breakdown of the number of meals delivered

during the preceding two weeks or month. Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the facility representative.

- b. The food service management company shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract;

5. Inspection of FSMC Establishment

- a. The facility, the State Agency, and USDA reserve the right to inspect the contractor's preparation establishment prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- b. The contractor's establishment shall be subject to periodic inspections by USDA, state and local health departments, or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with USDA regulations.
- c. The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

6. Availability of Funds

The facility shall have the option to cancel this contract if the federal government withdraws funds to support the CACFP.

It is further understood that in the event of cancellation of the contract, the facility shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

7. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the facility by telephone or telegram of the following:

- a. The impossibility of on-time delivery.
- b. The circumstances precluding delivery.
- c. A statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than 15 minutes after specified mealtime.

Emergency circumstances at the center precluding utilization of meals are the concern of

the facility. The facility may cancel orders provided it gives the contractor at least 48 hours notice.

Adjustments for emergency situations affecting the contractor's ability to deliver meals or the facility's ability to utilize meals for periods longer than 24 hours will be mutually worked out between the contractor and the facility.

8. Termination

- a. The facility reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The facility shall notify the contractor of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the facility shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damages incurred by the facility. The facility shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- b. The facility shall, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the facility that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the contractor to any officer or employee of the facility with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract, provided that the existence of the facts upon which the facility makes such findings shall be in issue and may be reviewed in any competent court.
- c. In the event this contract is terminated as provided in paragraph (b) hereof, the facility shall be entitled to:
 - (1) Pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor.
 - (2) Receive a penalty in addition to any other damages in an amount which shall be three times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- d. The rights and remedies of the facility provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

9. Subcontracts and Assignments

The contractor shall not subcontract with only one company for the total meal, with or without milk, or for the assembly of the meal and shall not assign, without the advance written consent of the facility, this contract or any interest therein.

In the event of any assignment, the contractor shall remain liable to the facility as principal for the performance of all obligations under this contract.

GENERAL PROVISIONS

Equal Opportunity

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, disability, age, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and treated during employment without regard to their race, color, disability, age, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, disability, age, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice (to be provided by the agency Contracting Officer) advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in the aforementioned orders or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

Clean Air and Water

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

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

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

4. To insert the substance of the provisions of this clause in any nonexempt subcontract.
5. The terms used in this clause have the following meanings:
 - a. The term *Air Act* means the Clean Air Act, as amended (41 USC 1857 et seq., as amended by Public Law 91-604).
 - b. The term *Water Act* means Federal Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Public Law 92-500).
 - c. The term *Clean Air Standards* means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act (42 USC 1857c-5[t]), an approved implementation procedure or plan under Section III(c) or Section III(d), respectively, of the Air Act (42 USC 1857c-6[c][d]), or an approved implementation procedure under Section 112(t) of the Air Act (42 USC 1857c-7[d]).
 - d. The term *Clean Water Standards* means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the EPA or by a state under an approved program, as authorized by Section 402 of the Water Act (33 USC 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 USC 1317).
 - e. The term *compliance* means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the EPA, or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
 - f. The term *facility* means any building, plant, installation, structure, mine, vessel, other floating craft, location, or sites of operations owned, leased, or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, EPA, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification (for contracts in excess of \$100,000 only)

The contractor certifies as follows:

1. Any facility to be utilized in the performance of this contract has (), has not () been listed on the EPA List of Violating Facilities.
2. It will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that any facility which he or she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
3. It will include substantially this certification, including this paragraph (3) in every nonexempt subcontract.

SCHEDULE A

**CHILD AND ADULT CARE FOOD PROGRAM (CACFP)
FACILITY INFORMATION**

Name of Center	Address of Center	Approved Meal Types	Number of Participants Expected	Delivery Time for Each Meal	Date of Program at Center

SCHEDULE B

CHILD AND ADULT CARE FOOD PROGRAM

Menu Cycle

Facility shall attach a menu cycle for each center under the CACFP. Must include a 30 day cycle for each meal being provided (breakfast, lunch, supper, or supplement).

Menu changes must be approved by the facility and FSMC prior to menus being changed.

CHILD MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (At-Risk After-School Programs and Emergency Shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, Fruits, or Portions of Both⁴	1/4 cup	1/2 cup	1/2 cup	1/2 cup
Grains (oz eq)^{5, 6, 7}				
Whole grain-rich or enriched bread	1/2 slice	1/2 slice	1 slice	1 slice
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1/2 serving	1/2 serving	1 serving	1 serving
Whole grain-rich, enriched, or fortified, cooked breakfast cereal ⁸ , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup
Whole grain-rich, enriched, or fortified ready-to-eat breakfast cereal (dry, cold) ^{8, 9}				
Flakes or rounds	1/2 cup	1/2 cup	1 cup	1 cup
Puffed cereal	3/4 cup	3/4 cup	1 1/4 cups	1 1/4 cups
Granola	1/8 cup	1/8 cup	1/4 cup	1/4 cup

- ¹ Must serve all three components for a reimbursable meal. Offer versus Serve (OvS) is an option for At-Risk After-School participants.
- ² Larger portion sizes than specified may need to be served to children aged 13 through 18 to meet their nutritional needs.
- ³ Must be unflavored whole milk for children aged one. Must be unflavored lowfat (1%) or unflavored fat-free (skim) milk for children aged two through five. Must be unflavored lowfat (1%), unflavored fat-free (skim), or flavored fat-free (skim) milk for children aged six and older.
- ⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁵ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the Grains requirement.
- ⁶ 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 (oz eq) of Grains.
- ⁷ Beginning October 1, 2021, 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 21.2 grams sucrose and other sugars per 100 grams of dry cereal).
- ⁹ Until October 1, 2021, the minimum serving size for any type of ready-to-eat breakfast cereal is 1/4 cup for children aged 1-2; 1/3 cup for children aged 3-5; and 3/4 cup for children aged 6-12.

CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (At-Risk After-School Programs and Emergency Shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/Meat Alternates				
Lean meat, poultry, or fish	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Cheese	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Large egg	1/2	3/4	1	1
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup	1/2 cup
Peanut butter or soy nut butter or other nut or seed butters	2 Tbsp	3 Tbsp	4 Tbsp	4 Tbsp
Yogurt, plain or flavored, unsweetened or sweetened ⁵	4 ounces or 1/2 cup	6 ounces or 3/4 cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50 percent of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in Program guidance, or an equivalent quantity of any combination of the above Meat/Meat Alternates (1 oz of nuts/seeds = 1 oz of cooked, lean meat, poultry, or fish)	1/2 ounce = 50%	3/4 ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	1/8 cup	1/4 cup	1/2 cup	1/2 cup
Fruits^{6, 7}	1/8 cup	1/4 cup	1/4 cup	1/4 cup
Grains (oz eq)^{8, 9}				
Whole grain-rich or enriched bread	1/2 slice	1/2 slice	1 slice	1 slice
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1/2 serving	1/2 serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup

- ¹ Must serve all five components for a reimbursable meal. Offer versus Serve (OvS) is an option for At-Risk After-School participants.
- ² Larger portion sizes than specified may need to be served to children aged 13 through 18 to meet their nutritional needs.
- ³ Must be unflavored whole milk for children aged one. Must be unflavored lowfat (1%) or unflavored fat-free (skim) milk for children aged two through five. Must be unflavored lowfat (1%), unflavored fat-free (skim), or flavored fat-free (skim) milk for children aged six and older.
- ⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.
- ⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- ⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁷ 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.
- ⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the Grains requirement.
- ⁹ Beginning October 1, 2021, ounce equivalents are used to determine the quantity of the creditable grain.
- ¹⁰ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams of sugar per 100 grams of dry cereal).

CHILD MEAL PATTERN

Snack (Select two of the five components for a reimbursable snack)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (At-Risk After-School Programs and Emergency Shelters)
Fluid Milk³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/Meat Alternates				
Lean meat, poultry, or fish	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products ⁴	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Cheese	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Large egg	1/2	1/2	1/2	1/2
Cooked dry beans or peas	1/8 cup	1/8 cup	1/4 cup	1/4 cup
Peanut butter or soy nut butter or other nut or seed butters	1 Tbsp	1 Tbsp	2 Tbsp	2 Tbsp
Yogurt, plain or flavored, unsweetened or sweetened ⁵	2 ounces or 1/4 cup	2 ounces or 1/4 cup	4 ounces or 1/2 cup	4 ounces or 1/2 cup
Peanuts, soy nuts, tree nuts, or seeds	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Vegetables⁶	1/2 cup	1/2 cup	3/4 cup	3/4 cup
Fruits⁶	1/2 cup	1/2 cup	3/4 cup	3/4 cup
Grains (oz eq)^{7, 8}				
Whole grain-rich or enriched bread	1/2 slice	1/2 slice	1 slice	1 slice
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1/2 serving	1/2 serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁹ , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup
Whole grain-rich, enriched, or fortified ready-to-eat breakfast cereal (dry, cold) ^{9, 10}				
Flakes or rounds	1/2 cup	1/2 cup	1 cup	1 cup
Puffed cereal	3/4 cup	3/4 cup	1 1/4 cups	1 1/4 cups
Granola	1/8 cup	1/8 cup	1/4 cup	1/4 cup

- ¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.
- ² Larger portion sizes than specified may need to be served to children aged 13 through 18 to meet their nutritional needs.
- ³ Must be unflavored whole milk for children aged one. Must be unflavored lowfat (1%) or unflavored fat-free (skim) milk for children aged two through five. Must be unflavored lowfat (1%), unflavored fat-free (skim), or flavored fat-free (skim) milk for children aged six and older.
- ⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.
- ⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- ⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁷ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the Grains requirement.
- ⁸ Beginning October 1, 2021, ounce equivalents are used to determine the quantity of the creditable grain.
- ⁹ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).
- ¹⁰ Until October 1, 2021, the minimum serving size for any type of ready-to-eat breakfast cereal is 1/4 cup for children aged 1-2; 1/3 cup for children aged 3-5; and 3/4 cup for children aged 6-12.

CHILD AND ADULT CARE FOOD PROGRAM INFANT MEAL PATTERN

BREAKFAST	
Birth Through 5 Months	6 Through 11 Months
4-6 fluid ounces (fl oz) breast milk ¹ or formula ²	6-8 fl oz breast milk ¹ or formula ² and 0-4 tablespoons (Tbsp) infant cereal ^{2,3} meat fish poultry whole egg cooked dry beans or cooked dry peas or 0-2 oz of cheese or 0-4 oz (volume) of cottage cheese or 0-4 oz or 1/2 cup of yogurt ⁴ or a combination of the above ⁵ and 0-2 Tbsp vegetable or fruit or a combination of both ^{5,6}

¹ Breast milk or formula, or portions of both, must be served; however, it is recommended that breast milk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breast milk per feeding, a serving of less than the minimum amount of breast milk may be offered, with additional breast milk offered at a later time if the infant will consume more.

² Infant formula and dry infant cereal must be iron-fortified.

³ Beginning October 1, 2021, ounce equivalents (oz eq) are used to determine the quantity of creditable grains.

⁴ Yogurt must contain no more than 23 grams of total sugars per six ounces.

⁵ A serving of this component is required when the infant is developmentally ready to accept it.

⁶ Fruit and vegetable juices must not be served.

CHILD AND ADULT CARE FOOD PROGRAM INFANT MEAL PATTERN

LUNCH AND SUPPER	
Birth Through 5 Months	6 Through 11 Months
4-6 fluid ounces (fl oz) breast milk ¹ or formula ²	6-8 fl oz breast milk ¹ or formula ² and 0-4 tablespoons (Tbsp) infant cereal ^{2,3} meat fish poultry whole egg cooked dry beans or cooked dry peas or 0-2 oz of cheese or 0-4 oz (volume) of cottage cheese or 0-4 oz or 1/2 cup of yogurt ⁴ or a combination of the above ⁵ and 0-2 Tbsp vegetable or fruit or a combination of both ^{5,6}

- ¹ Breast milk or formula, or portions of both, must be served; however, it is recommended that breast milk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breast milk per feeding, a serving of less than the minimum amount of breast milk may be offered, with additional breast milk offered at a later time if the infant will consume more.
- ² Infant formula and dry infant cereal must be iron-fortified.
- ³ Beginning October 1, 2021, ounce equivalents (oz eq) are used to determine the quantity of creditable grains.
- ⁴ Yogurt must contain no more than 23 grams of total sugars per six ounces.
- ⁵ A serving of this component is required when the infant is developmentally ready to accept it.
- ⁶ Fruit and vegetable juices must not be served.

CHILD AND ADULT CARE FOOD PROGRAM INFANT MEAL PATTERN

SNACK	
Birth Through 5 Months	6 Through 11 Months
4-6 fluid ounces (fl oz) breast milk ¹ or formula ²	2-4 fl oz breast milk ¹ or formula ² and 0-1/2 slice bread ^{3,4} or 0-2 crackers ^{3,4} or 0-4 tablespoons (Tbsp) infant cereal ^{2,3,4} , or ready-to-eat breakfast cereal ^{3,4,5,6} and 0-2 Tbsp vegetable or fruit or a combination of both ^{6,7}

- ¹ Breast milk or formula, or portions of both, must be served; however, it is recommended that breast milk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breast milk per feeding, a serving of less than the minimum amount of breast milk may be offered, with additional breast milk offered at a later time if the infant will consume more.
- ² Infant formula and dry infant cereal must be iron-fortified.
- ³ Beginning October 1, 2021, ounce equivalents (oz eq) are used to determine the quantity of creditable grains.
- ⁴ A serving of grains must be whole grain-rich, enriched meal, or enriched flour.
- ⁵ Breakfast cereals must contain no more than six grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).
- ⁶ A serving of this component is required when the infant is developmentally ready to accept it.
- ⁷ Fruit and vegetable juices must not be served
- ⁸ Only reimbursable at snack: bread, crackers, ready-to-eat cereal

ADULT MEAL PATTERN

Breakfast	
Food Components and Food Items ¹	Minimum Quantities
Fluid Milk²	8 fluid ounces
Vegetables, fruits, or portions of both³	1/2 cup
Grains (oz eq)^{4,5,6}	
Whole grain-rich or enriched bread	2 slices
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	2 servings
Whole grain-rich, enriched, or fortified cooked breakfast cereal ⁷ , cereal grain, and/or pasta	1 cup
Whole grain-rich, enriched, or fortified ready-to-eat breakfast cereal (dry, cold) ^{7,8}	
Flakes or rounds	2 cups
Puffed cereal	2 1/2 cups
Granola	1/2 cup

¹ Must serve three components for a reimbursable meal. Offer versus Serve (OvS) is an option for adult participants.

² Must be unflavored lowfat (1 percent), unflavored fat-free (skim), flavored fat-free (skim), or lowfat (1 percent) milk. Six ounces (weight) or 3/4 cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.

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

⁴ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the grains requirement.

⁵ Meat and meat requirements 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.

⁶ Beginning October 1, 2021, ounce equivalents (oz eq) are used to determine the quantity of creditable grains.

⁷ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams of sucrose and other sugars per 100 grams of dry cereal).

⁸ Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is 1 1/2 cups for adults.

ADULT MEAL PATTERN

Lunch/Supper	
Food Components and Food Items ¹	Minimum Quantities
Fluid Milk^{2,3}	8 fluid ounces
Meat/Meat Alternates	
Lean meat, poultry, or fish	2 ounces
Tofu, soy product, or alternate protein product ⁴	2 ounces
Cheese	2 ounces
Large egg	1
Cooked dry beans or peas	1/2 cup
Peanut butter or soy nut butter or another nut or seed butter	4 Tbsp
Yogurt, plain or flavored, sweetened or unsweetened ⁵	8 ounces or 1 cup
The following may be used to meet no more than 50 percent of the requirement: Peanuts, soy nuts, tree nuts, or seeds as listed in Program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounce of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	1 ounce = 50 percent
Vegetables⁶	1/2 cup
Fruits^{6,7}	1/2 cup
Grains (oz eq)^{8,9}	
Whole grain-rich or enriched bread	2 slices
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	2 servings
Whole grain-rich, enriched, or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	1 cup

¹ Must serve all five components for a reimbursable meal if not doing Offer versus Serve (OvS) .

² Must be unflavored lowfat (1 percent), unflavored fat-free (skim), flavored fat-free (skim), or lowfat (1 percent) milk. Six ounces (weight) or 3/4 cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.

³ A serving of fluid milk is optional for suppers served to adult participants.

⁴ Alternate protein products must meet the requirements.

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ 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 used.

⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the grains requirement.

⁹ Beginning October 1, 2021, ounce equivalents (oz eq) are used to determine the quantity of creditable grains.

¹⁰ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams of sucrose and other sugars per 100 grams of dry cereal).

ADULT MEAL PATTERN

Snack (Select two of the five components for a reimbursable meal)	
Food Components and Food Items ¹	Minimum Quantities
Fluid Milk²	8 fluid ounces
Meat/Meat Alternates	
Lean meat, poultry, or fish	1 ounce
Tofu, soy product, or alternate protein product ³	1 ounce
Cheese	1 ounce
Large egg	1/2
Cooked dry beans or peas	1/4 cup
Peanut butter or soy nut butter or another nut or seed butter	2 Tbsp
Yogurt, plain or flavored, sweetened or unsweetened ⁴	4 ounces or 1/2 cup
Peanuts, soy nuts, tree nuts, or seeds	1 ounce
Vegetables⁵	1/2 cup
Fruits⁵	1/2 cup
Grains (oz eq)^{6,7}	
Whole grain-rich or enriched bread	1 slice
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1 serving
Whole grain-rich, enriched, or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	1/2 cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9}	
Flakes or rounds	1 cup
Puffed cereal	1 1/4 cups
Granola	1/4 cup

¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

² Must be unflavored lowfat (1 percent), unflavored fat-free (skim), flavored fat-free (skim) milk, or lowfat (1 percent) milk. Six ounces (weight) or 3/4 cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.

³ Alternate protein products must meet the requirements.

⁴ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁵ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁶ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the grains requirement.

⁷ Beginning October 1, 2021, ounce equivalents (oz eq) are used to determine the quantity of creditable grains. Grain-based desserts do not count toward meeting the grains requirement.

⁸ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams of sucrose and other sugars per 100 grams of dry cereal).

⁹ Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is 1 1/2 cups for adults.

SCHEDULE D

CONTRACT MEAL SERVICE DELIVERY RECEIPT

(Keep in your institution's monthly folder. USE ONE RECEIPT PER MEAL SERVICE.)

DATE: _____

MEAL TYPE: Breakfast _____ Lunch _____ AM/PM/LATE PM Snack _____ Supper _____
 (Circle One)

SITE PREPARING MEAL: _____

SITE RECEIVING MEAL: _____

DELIVERY TIME: _____ NUMBER OF MEALS ORDERED/DELIVERED: _____

FOOD ITEMS AND QUANTITIES DELIVERED

Menu	Quantity Delivered: Number of 1-2 _____ Number of 3-5 _____ Number of 6-12 _____ Bulk Delivery: _____ Preportioned: _____	*Crediting/Portioning Information	Temperature at Delivery
Milk	Milk provided by: SITE VENDOR (Circle One) Record Quantity: _____		
Vegetable/Juice			
Fruit/Juice			
Grains/Breads			
Meat/Meat Alternate			
Extras			

* Crediting/portioning information: i.e., 1 cup spaghetti sauce = 2 ounces meat/meat alternate, 6 chicken nuggets = 2 ounces meat/meat alternate and 1 ounce grains/breads serving, 2 cheese sticks = 1 ounce meat/meat alternate

I acknowledge that the above items and quantities were delivered to this contract site. I did complete the necessary portioning/crediting information. Child Nutrition (CN) labels, Production Information Statements, and/or recipes are available for all combination food items or other applicable components.

Signature From Preparation Kitchen

I acknowledge that the above items and quantities were delivered to this contract site.

INSPECTION DELIVERY: Was the food delivered in a safe/sanitary method? Yes or No
 Were food temperatures proper? Yes or No

Comments: _____

Signature From Site Receiving Food

FOR INSTITUTION TO USE WHEN CONTRACTING MEALS FROM OUTSIDE VENDOR OR WITHIN OWN INSTITUTION; KEPT IN INSTITUTION'S MONTHLY FOLDER.

SIGNATURES

This contract for the furnishing of meals (unitized, if applicable) to be served to participants in the Child and Adult Care Food Program (CACFP) established by the United States Department of Agriculture (USDA) (7 CFR Part 226) has set forth the terms and conditions applicable for the facility named in this contract to receive reimbursable meals.

By signing this contract, the food service management company (FSMC) certifies that it shall operate in accordance with all applicable current program regulations.

(Signature of Facility)

(Signature of FSMC)

(Title)

(Title)

(Date)

(Date)

*Contract must be signed **PRIOR** to commencement date of services.