



Guide for Registered Meal Vendors

Child and Adult Care Food Program And Summer Food Service Program

**Nevada Department of Agriculture
Food and Nutrition Division
2300 E. St. Louis Avenue
Las Vegas, NV 89104
Phone: (702) 668-4585
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http://nutrition.nv.gov/Resources/Nutrition_vendor

NONDISCRIMINATION STATEMENT

USDA Nondiscrimination Statement

For all other FNS nutrition assistance programs, State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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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:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Dear Meal Vendor:

The purpose of this guide is to explain how you can become a registered Child and Adult Care Food Program (CACFP) and/or Summer Food Service Program (SFSP) meal vendor/caterer and to outline the responsibilities. For the rest of this guide, meal vendor/caterer will be referred to as "vendor".

The CACFP and SFSP are Federal programs that provide healthy meals and snacks to children receiving care. They play a vital role in improving the quality of child care.

The Food and Nutrition Division (FND) is required to ensure that participating child care centers and other CACFP/SFSP sponsors and vendors comply with State and Federal procurement standards and applicable program regulations.

Please take a few minutes to review this guide for applying to become a registered vendor with the CACFP and/or SFSP. If you would like additional information, please write or call or visit our website:

Nevada Department of Agriculture
Food and Nutrition Division
2300 E. St. Louis Avenue
Las Vegas, NV 89101
Phone: (702) 668-4585
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http://nutrition.nv.gov/Resources/Nutrition_vendor

Thank you for your interest in Nevada's children.

Sincerely,

Donnell Barton, Administrator
Nevada Department of Agriculture, Food and Nutrition Division

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http://www.fns.usda.gov/cnd/Summer/ReimbursementRates/Simplified_reimburse_rates_current.html	
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References:

1. CACFP Meal Patterns for Children, Infants, Adults
http://www.fns.usda.gov/cnd/Care/ProgramBasics/Meals/Meal_Patterns.htm
2. SFSP Meal Pattern
http://www.fns.usda.gov/cnd/Summer/Administration/meal_patterns.html
3. Child Care Recipes
http://www.nfsmi.org/Information/cc_recipe_index_alpha.htm
4. Menus for Child Care
<http://www.nfsmi.org/documentLibraryFiles/PDF/20080829105255.pdf>
<http://www.nfsmi.org/documentLibraryFiles/PDF/20090108103242.pdf>
5. USDA Food Buying Guide (Call the Nevada Department of Agriculture at (702) 668-4585 for a copy.

Attachments:

1. CACFP Vended Meal Contract
2. SFSP Vended Meal Contract
3. Sample Renewal Contract
4. Grain/Breads Requirement for CACFP
5. Menu Ideas for "Boxed Lunches"

Vendor Registration Process

1. The following items **must** be submitted to the Food and Nutrition Division for a vendor to become registered and included on the CACFP and/or SFSP Registered Vendor list:
 - a) Completed application for registration as a meal vendor/caterer
 - b) Copy of current license to operate a food service facility
 - c) Copy of current food service inspection report from regulatory agency
2. Upon receipt of the above items, the caterer's name will be included on the Food and Nutrition Division Registered Meal Vendor List.
3. To maintain registration status, vendors are required to annually submit items b and c identified above, under item number one. Vendors must also perform their responsibilities as outlined in their contract with the CACFP/SFSP sponsor.
4. Vendors must remain in compliance with Nevada Administrative Code, chapter 446 and Federal Regulations CFR Parts 225, 226, 3015, 3016, and 3019. Contact the Food and Nutrition Division for more information.

Reimbursement Rates

CACFP payments are based on the type of meal served and the child's eligibility for free, reduced-price, or paid meals, while shelters and afterschool snack care programs in low income areas are reimbursed at the free rate.

Blended Rate Reimbursement Ranges through June 30, 2016

Type of meal served	Free	Reduced-Price	Non-Needy
Breakfast	1.66	1.36	0.29
Lunch or Supper	3.07	2.67	0.29
Supplement (Snack)	.84	0.42	0.07

SFSP

Summer and school track break feeding program's rates of reimbursement are below:

Reimbursement rates through December 2016

Reimbursement Rates for Different Types of Sites

Type of Meal	Self-Preparation or Rural Sites	Other Types of Sites (Vended - Urban)
Breakfast	2.1325	2.0925
Lunch or supper	3.7450	3.6850
Supplement (Snack)	0.8875	0.8650

VENDED MEAL CONTRACTS

VENDED MEAL CONTRACTS

The CACFP vended meal contract (Attachment 1) or the SFSP vended meal contract (Attachment 2) must be completed for all vendors providing meals to sponsors.

FORMAL BID PROCESS

A sponsor of the CACFP or SFSP may be required to follow a formal bid process procedure, before selecting a meal vendor/caterer. The type of institution, determines a monetary threshold for securing a formal contract. A formal contract is a competitive method of an advertised invitation to bid. The threshold is set at \$150,000 unless a lower threshold is established by the institution.

The formal bid process is made up of several steps. Step one is a public advertisement of the invitation to bid. The sponsor will prepare a "bid package" as step two, of documents to be picked up by vendors registered in Nevada for completion and submission as a "sealed" bid, on a defined date. Step three is the bid opening procedure. Step four is the bid contract award. See attachment 1 for the CACFP vended meal contract and attachment 2 for the SFSP vended meal contract.

After the bid has been awarded, all bids submitted are considered public information and may be viewed by appointment.

SMALL PURCHASE PROCEDURE

If the CACFP/SFSP sponsor has not met the threshold for a formal bid contract, a CACFP or SFSP contract may be implemented as a non-competitive means by requesting price quotes from vendors registered in Nevada.

RENEWAL PROCESS FOR CONTRACTS

After the first year, if the sponsor or the vendor desires to renew their contract, a Renewal Contract must be used. Original contracts may only be renewed for 2 additional one-year periods for non-profit and for-profit institutions. Public/military institutions must comply with their governing authority's renewal requirements for vendor contracts. The original contract should not lapse, before a renewal contract is in place. For example, if the original contract ending date is September 30, 2015, your contract renewal date begins October 1, 2015. If the current contract has expired, the formal bid process must be followed. See attachment 2 for a sample renewal contract.

Child and Adult Care Food Program Vended Meal Contract

The purpose of this contract is to provide meals by the Contractor to the Contractee's facilities in accordance with the Child and Adult Care Food Program (CACFP) Regulations, Part 226. The Contractor must be registered and pre-approved by the Nevada Department of Agriculture

This is a Contract between:

	Contractee (CACFP Institution)	Contractor (School or Company)
Inst. Or Company	_____	_____
Address	_____	_____
City and Zip	_____	_____
Telephone	_____	_____
Contact Person	_____	_____

This contract covers the period beginning _____ and ending _____ (not to exceed one year).

The terms and conditions of this contract are as follows:

- Meals prepared under this contract by the Contractor must comply with the meal patterns and components as required in Part 226.20 of the CACFP Regulations [226.6(i)(10)].
- The Contractor will prepare the number of meals of the Contractee's choice indicated below (x) at the following prices per meal: *(Contractee completes)

Meal	w/Milk	w/out Milk	Cost Per Meal
Breakfast	_____	_____	\$ _____
Snack AM	_____	_____	\$ _____
Lunch	_____	_____	\$ _____
Snack PM	_____	_____	\$ _____
Supper	_____	_____	\$ _____

(#of daily meals) X (#days served annually) X (rate per meals) = **Annual** total cost of all meals \$

The unit prices submitted are based on the cycle **menus attached**, which become a part of this contract.

- The Contractee must provide menus to the Contractor on a _____ basis if no cycle menus are used; if cycle menus * are used, they must be furnished monthly or as the cycle runs [226.6(i)(4)].
- Meals will be delivered _____ (unitized/bulk) * _____ (inclusive/exclusive) of milk on a * daily basis to the sites listed on Attachment A, which is a part of this contract [226.6(i)(1)].
- The Contractor agrees to package and deliver meals in containers that meet local health standards. The Contractor assures that it has Federal, State or local health certification at the preparation facility and assures that health and sanitation requirements will be met at all times. If requested, the Contractor agrees to provide meals for periodic inspection to determine bacteria levels and results shall be submitted to the Contractee and State agency [226.6(i)(3)].
- If this contract is for an Outside School Hours facility, the meals **MUST BE UNITIZED**, unless the State agency determines that unitization would impair the effectiveness of the food service operations [226.6(i)(11)].

7. The Contractor agrees to utilize any Federally donated commodities received by the Contractee only for the food service program of the Contractee.
8. Any changes in approved sites will be made by the Contractee not less than * _____ days prior to the day of delivery of the meals. The Contractee reserves the right to increase or decrease the number of meals ordered on a * _____ hour notice or less if mutually agreed upon between the parties to this contract [226.6(i)(9)].
9. The Contractor shall attach a ticket with each delivery specifying the quantity of meals, by type, (breakfast, lunch, supplement, supper) that are provided. The Contractor will present an invoice and delivery receipts within * _____ working days following the end of the preceding month for meals delivered. The Contractee will submit payment to the Contractor within * _____ days of receipt of the invoice.
10. The Contractor may not subcontract any portion of this contract.
11. The Contractor must maintain all records supported by invoices, receipts, or other evidence the Contractee may need to meet its CACFP responsibilities [226.6(i)(5)].
12. The books and records pertaining to the Contractor's and Contractee's service operation shall be available for inspection and/or audit by representatives of the State agency; USDA, Food and Consumer Service; the U.S. General Accounting Office; and USDA, Office of the Inspector General, at any reasonable time and place. These records must be retained for a period of three years from the date of receipt of final payment under this contract, or in cases where an audit remains unresolved, until such time as the audit is resolved [226.6(i)(5)].
13. The Contractor agrees to operate in accordance with current Program Regulations [226.6(i)(6)].
14. The Contractee will not pay for meals that are delivered beyond the agreed upon delivery time, that are spoiled or unwholesome, that do not meet meals requirements as set forth herein, or that have been disallowed for reimbursement by State agency or Federal Reviewers [226.6(i)(7) and (8)].
15. **Termination:** The Contractee reserves the right to terminate this contract if the Contractor fails to comply with any of the requirements of this contract. The Contractee 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 Contractee shall have the right, upon written notice, of the immediate termination of the contract and the Contractor shall be liable for any damages incurred by the Contractee. The contract may be terminated by either party upon submission to the other party of written notice at least 30 days prior to the date of termination. **A copy of the termination letter must be sent to the State Agency.**
16. If this contract has an aggregate value in excess of \$50,000, the attached Addendum "A" becomes a part of this contract by reference. For further provisions, refer to Sections 226.21 and 226.22 of the CACFP Code of Federal Regulations.

Contractee (CACFP Institution)

Contractor (School or Company)

Authorized Representative's Name (Typed)

Authorized Representative's Name (Typed)

Authorized Representative's Signature

Authorized Representative's Signature

Official Title

Date Signed

Official Title

Date Signed

Equal Opportunity

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

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

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, sex, age, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, age, disability 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 conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (b) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, age, disability or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union 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.
- (d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be 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 No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor , or as otherwise provided by Law.

- (g) The contractor will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such 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 to enter into such litigation to protect the interests of the United States.

**VENDOR AGREEMENT TO PROVIDE MEALS
INSTRUCTIONS FOR USE**

The attached Standard Agreement to Provide Meals is to be used when a Summer Food Service Program (SFSP) sponsoring agency enters into an agreement with a food service vendor for the preparation, delivery and/or pick up of unitized meals with or without milk or juice which will be claimed for reimbursement under the SFSP. For this purpose, a “vendor” is defined as (1) a school food authority, which includes public or private schools, or colleges and universities, or (2) another SFSP sponsor.

This agreement may also be used by sponsors which are public entities, sponsors with exclusive year-round contracts* with a food service vendor for meal service(s) other than SFSP, and sponsors whose food service vending costs do not exceed an annual aggregate value of \$50,000. If the annual aggregate value of the food service contract is \$150,000** or more, formal bid contracting procedures as outlined in 7 CFR Part 225.6 are required. An agreement with a school food authority does not require the bid process.

This agreement must be signed by both the sponsor and the vendor. This agreement contains the requirements outlined in the federal regulations. No deletions of clauses or items will be allowed without the approval of the State agency (SA). Additional clauses may be added to bring the agreement into conformance with applicable State or local laws governing your agency. Also, additional clauses may be added by either the sponsor or the vendor, if approved by the SA.

National School Lunch Program/School Breakfast Program vendors may use the same menu planning option that they use during the school year in lieu of the SFSP meal pattern. However, snacks must meet the SFSP meal pattern. School vendors may use a combination of options. The use of a menu planning option, other than the SFSP meal pattern, must be fully explained to the sponsor, the sponsor must be agreeable to this, and it must be noted in the contract.

If you are a public sponsor, you are allowed to use your customary form of contract or agreement, if that form incorporates all the provisions set forth in 7 CFR 225.6(h) of the federal regulations. A request to use your customary form of contract or agreement must be submitted in writing to the SA prior to the signing of a contract/agreement.

This agreement is valid from the date of signature until the end of the federal fiscal year, September 30. A new agreement must be entered into annually. A copy of each annual agreement must be submitted to the SA for review prior to beginning SFSP operations. The completed agreement and all amendments must be retained by both the SFSP sponsor and the vendor.

If you have any questions regarding the use of this agreement or need clarification of the regulatory requirements for contracting, please call Nutrition Program Professional, 702-668-4581.

**If the exclusive contract is with a commercial food service vendor, documentation must be on file that the contracting procedure met the requirements for fair and open competition.*

***The threshold is \$150,000 for nonprofit agencies with the option to use their own threshold if it is less than \$150,000. Public agencies must use the lower of the State, local, or Federal (\$150,000) threshold.*

**AGREEMENT TO PROVIDE MEALS
 BETWEEN A SUMMER FOOD SERVICE PROGRAM SPONSOR AND A FOOD SERVICE VENDOR**

This agreement is entered into on _____ by and between
 (Day) (Month) (Year)

_____, herein after referred to as the **sponsor**, and
 (Name of Agency)

_____, herein after referred to as the **vendor**.
 (Name of Food Service Vendor)

Whereas, it is not within the capability of the sponsor to prepare specified meals under the Summer Food Service Program (SFSP); and

Whereas, the facilities and capabilities of the vendor are adequate to prepare and deliver specified meals to the sponsor's facility(ies); and

Whereas, the vendor is willing to provide such services to the sponsor on a cost reimbursement basis;

Therefore, both parties hereto agree as follows:

The Vendor agrees to:

1. Prepare unitized meals for *delivery/pick up** **inclusive** or **exclusive** ** of milk or juice each day, in accordance with the number of meals requested and at the cost(s) per meal listed below:

	(Name of Site)	at	(Address)	By	(Time)
Breakfast	\$ _____	each	Lunch	\$ _____	each
Supplement/snack	\$ _____	each	Supper	\$ _____	each

2. Provide the sponsor, for approval, a proposed cycle menu for the operational period, at least _____ days prior to the beginning of the period to which the menu applies. Any changes to the menu made after agency approval must be agreed upon by the sponsor, approved by the Nevada Department of Agriculture and documented on the menu records.
3. Assure that each meal provided to the sponsor under this agreement meets the minimum requirements as to the nutritional content as specified by the SFSP Meal Pattern, Schedule B (attached) which is excerpted from the regulations 7 CFR Part 225.16 or an approved National School Lunch (NSLP)/School Breakfast Program (SBP) option. NSLP/SBP vendors may use the same menu planning option they use during the school year in lieu of using the SFSP meal pattern. Snacks will meet the SFSP meal pattern.
4. Maintain full and accurate records which document: (1) the menus provided to the sponsor during the term of this agreement, (2) a listing of all components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture (USDA) Food Buying Guide when calculating and recording the quantity of food prepared for each meal.
5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the vendor, of the meal components and quantities itemized in the meal preparation records.

* Circle either pick up, or delivery; or circle both pick up and delivery if this agreement is for a combination for more than one site.
 ** Circle whether the vendor is to "include" or "Include" milk and juice with the meal

6. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to/picked up by the sponsor. Meal count documentation must include the number of meals requested by the sponsor.
7. Allow the sponsor to increase or decrease the number of meal orders, as needed, when the request is made within _____* of the scheduled delivery time.
8. Present to the sponsor an invoice accompanied by reports no later than the _____ day of each month, which itemizes the previous month's delivery. The vendor agrees to forfeit payment for meals which are not ready within one (1) hour 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 this agreement. In cases of nonperformance or noncompliance on the part of the vendor, the vendor shall pay the sponsor for any excess costs the agency incurs by obtaining meals from another source.
9. Provide the sponsor with a copy of current health certifications for the food service facility in which it prepares meals for the SFSP.
10. Operate in accordance with current SFSP regulations. Comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress). Upon request make all accounts and records pertaining to the agreement available to the certified public accountant hired by the sponsor, representatives of the Nevada Department of Agriculture, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place.
12. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
13. Be paid by the sponsor for all meals delivered/picked up in accordance with the agreement. Neither the Nevada Department of Education nor USDA will assume any liability for payment of differences between the number of meals prepared for delivery and/or pick up by the vendor and the number of meals served by the sponsor that are eligible for reimbursement.
14. Accept commodities from the sponsor. These commodities will be used in the preparation of meals provided for the SFSP. The vendor will reduce the price of the meals by the fair market value of the commodities used in the meals. Price reductions will be itemized on the invoice. All commodities until used are the property of the sponsor.

The Sponsor agrees to:

1. Provide to the vendor a list of State agency approved food service sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site, and notify the vendor of all sites which have been approved, cancelled, or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification shall be provided within _____ days.
2. Request by telephone no later than **_____, an accurate number of meals to be delivered/picked up by the sponsor each day. Notify the vendor of necessary increases or decreases in the number of meal orders within *_____ hours of the scheduled delivery/pick up time. Errors in meal order counts made by the agency shall be the responsibility of the sponsor.
3. Ensure that a sponsor representative is available at each delivery/pick up site, at the specified time on each specified delivery/pick up day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery/pick up. The sponsor assures the vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the SFSP, and with local health and safety codes.
4. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the vendor (if applicable) no later than **_____.
5. Notify the vendor within _____ days of receipt of the next month's proposed cycle menu, of any changes, additions or deletions.

- * *Negotiable time frame, but should be no longer than 24 hours*
- ** *Time of day or day of week*

6. Provide the vendor with a copy of 7 CFR Part 225.16; the SFSP Meal Pattern, Schedule B; the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the SFSP. The sponsor will, within 24 hours of receipt from the State agency, advise the vendor of any changes in the food service requirements.
7. Pay the vendor by the _____ day of each month the full amount as presented on the monthly-itemized invoice. Notify the vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the vendor for all meals delivered/picked up in accordance with the agreement. Neither the Nevada Department of Agriculture nor USDA will assume any liability for payment of the difference between the number of meals prepared, picked up by the sponsor or delivered by the vendor and the number of meals served by the sponsor that are eligible for reimbursement.
8. Order only those commodities that can be incorporated into its meals. The sponsor shall be responsible for transferring all unused commodities at the close of the SFSP. The sponsor is responsible for the fair market value of any commodity losses that may occur.

Terms of the Agreement:

This agreement will take effect commencing _____ and shall end _____ but no later than September 30. It may be terminated by notification given by either party with at least 30 days notice prior to the date of termination. The sponsor shall have the option to cancel this contract if the federal government withdraws funds to support the SFSP. It is further understood that, in the event of cancellation of the contract, the sponsor shall be responsible for meals that have already been assembled, delivered/picked up in accordance with this agreement.

Menu planning option(s) being used: _____ (Please fill in)

In witness whereof, the parties hereto have executed this agreement as of the dates indicated below:

VENDOR OFFICIAL SIGNATURE

SPONSOR OFFICIAL SIGNATURE

VENDOR OFFICIAL NAME (PLEASE TYPE)

SPONSOR OFFICIAL NAME (PLEASE TYPE)

(TITLE)

(TITLE)

TELEPHONE

TELEPHONE

DATE

DATE

Sample Renewal Meal Contract
(See renewal instructions page 11.)

Name of Institution: _____ Authorization No.: _____

Name of Vendor: _____

First Year Renewal Second Year Renewal Third Year Renewal

The Institution must indicate the anticipated period to be covered by Renewal Meal Contract:

_____, 20____ through September 30, 20____
 Month/Day

Re-negotiation of price changes pertaining to the unit price shall not exceed the Consumer Price Index as determined by the Nevada Department of Agriculture (NDA). No price increase may be implemented under this provision without prior written approval of the Institution.

The Vendor certifies that he/she shall operate in accordance with all applicable State and Federal regulations. The Vendor certifies that all terms and conditions within the original contract shall be considered a part of this renewal contract and incorporated therein.

This mutual agreement is solely between the Institution and Vendor. The Nevada Department of Agriculture is in no way liable in this renewal contract. The NDE acts only in an advisory capacity.

Institution:	Vendor:
_____ Original Signature of Authorized Institution Representative	_____ Original Signature of Authorized Vendor Representative
_____ Printed Name of Authorized Institution Representative	_____ Printed Name of Authorized Vendor Representative
_____ Title	_____ Title
_____ Date	_____ Date

Grains/Breads Requirement for CACFP/SFSP

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

Exhibit A - Grains/Breads for the Food Based Alternatives on the Child Nutrition Programs¹

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

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

Exhibit A continued

Group D	Minimum Serving size for Group D
Doughnuts ³ (cake and yeast raised, unfrosted) Granola Bars ³ (plain) Muffins/Quick Breads (all except corn) Sweet Roll ³ (unfrosted) Toaster Pastry ³ (unfrosted)	1 serving = 50 gm or 1.8 oz. ¾ serving = 38 gm or 1.3 oz. ½ serving = 25 gm or .9 oz. ¼ serving = 13 gm or 0.5 oz.
Group E	Minimum Serving Size for Group E
Cookies ² (with nuts, raisins, chocolate pieces, and/or fruit purees) Doughnuts ³ (cake and yeast raised, frosted, or glazed) French Toast Grain Fruit Bars ³ Granola Bars ³ (with nuts, raisins, chocolate pieces, and/or fruit) Sweet Rolls ³ (frosted) Toaster Pastry (frosted)	1 serving = 75 gm or 2.7 oz. ¾ serving = 56 gm or 2.0 oz. ½ serving = 38 gm or 1.3 oz. ¼ serving = 19 gm or 0.7 oz.
Group F	Minimum Serving Size for Group F
Cake ² (plain, unfrosted) Coffee Cake ³	1 serving = 75 gm or 2.7 oz. ¾ serving = 56 gm or 2.0 oz. ½ serving = 38 gm or 1.3 oz. ¼ serving = 19 gm or 0.7 oz.
Group G	Minimum Serving Size for Group G
Brownies ² (plain) Cake ² (all varieties, frosted)	1 serving = 115 gm or 4 oz. ¾ serving = 86 gm or 3 oz. ½ serving = 58 gm or 2 oz. ¼ serving = 29 gm or 1 oz.
Group H	Minimum Serving Size for Group H
Barley Breakfast Cereals ⁴ (cooked) Bulgur or Cracked Wheat Macaroni (all shapes) Noodles (all varieties) Pasta (all shapes) Ravioli (noodle only) Rice (enriched white or brown)	1 serving = ½ cup cooked (or 25 gm dry)
Group I	Minimum Serving Size for Group I
Ready to eat breakfast cereal ⁴ (cold, dry)	1 serving = ¾ cup or 1 oz., whichever is less

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

CACFP/SFSP
Menu Ideas for "Boxed Lunches"

Below is a list of cold food items organized by meal pattern components and sample menus for five days. Mix and match food items to create appetizing "boxed" lunch menus that meet CACFP/SFSP meal pattern requirements. This list is not inclusive and additional food items can be added for variety and taste preferences of children being served.

For vendors with a commercial kitchen, standardized child care recipes are available from the USDA website: http://www.nfsmi.org/Information/cc_recipe_index_alpha.htm

<p>Milk: Fluid milk must be served at breakfast, lunch & supper. The CACFP requires 1% or fat free milk for the health of children age 2 and older. 1% or fat free flavored milk is not recommended for children under 5 years of age. The SFSP has no milk restrictions.</p> <p>Meat/Meat Alternate: Cheese cubed or sliced String cheese Hummus (chickpea dip) Cold cuts (turkey, ham, chicken) Tuna salad Chicken salad Peanut Butter Hard-boiled egg or chopped egg Egg salad Deviled eggs Yogurt Cottage Cheese</p> <p>Grains/Breads: Bread (white or whole wheat) Pita Bagel English muffin Rolls Tortilla Pretzels Tortilla chips Bread sticks Pasta salad Assorted crackers</p>	<p>Vegetable/Fruit/Juice: Must select at least 2 items Carrots Celery Tomatoes Lettuce Cucumber Melon cubed or sliced (cantaloupe, honeydew, watermelon) Orange wedges Apple wedges Bananas Pineapple cubes Peaches Pears Mixed fruit Salsa Broccoli florets Zucchini sticks Carrot and Raisin salad Coleslaw Potato salad Bean salad</p>	<p>Sample Menus:</p> <p><u>Monday:</u> Cheese rolled in soft tortilla Shredded lettuce and tomato Salsa Apple wedges Milk</p> <p><u>Tuesday:</u> Peanut butter and jelly sandwich (1 Tbsp. Peanut butter, 1 tsp. jelly, 1 slice bread) Yogurt (1/2 cup along with peanut butter will meet 3-5 age group) Carrot sticks (or carrot and raisin salad) Banana Milk</p> <p><u>Wednesday:</u> Pita pocket stuffed with tuna or egg salad Broccoli florets with lowfat ranch dip Orange wedges Milk</p> <p><u>Thursday:</u> Ham and cheese sandwich on whole wheat bread Carrot and raisin salad Apple wedges Milk</p> <p><u>Friday:</u> Cottage Cheese Sliced peaches Carrot, celery and cucumber sticks Pretzels Milk</p>
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