

Ohio Department of Education
Office for Child Nutrition
Child and Adult Care Food Program

CACFP FISCAL YEAR 2014
SCHOOL FOOD SERVICE VENDING AGREEMENT
FOR USE BY
SCHOOL FOOD AUTHORITY VENDING TO A CACFP SPONSOR

It is essential to begin the process of securing food procurement contracts prior to CACFP approval. Although it is permissible for the contract year to be any twelve-month or appropriate period, sponsors should develop procurement contracts that coincide with the CACFP fiscal year, October 1, 2013 to September 30, 2014. If it is not possible to start a new contract by October 1, sponsors must complete an addendum to the existing contract (available on CACFP website) until the FY 14 contract begins.

CACFP sponsors must complete a School Food Authority Vending Agreement when purchasing meals from an Ohio school district that participates in the USDA Breakfast or School Lunch Program. A separate agreement must be completed for each school district from which food is purchased.

IMPORTANT CHANGES AND REMINDERS:

- The **temperature of transported/delivered food needs to be recorded** when it leaves the preparation kitchen, upon delivery, and at the time of service. See contract page 1 & 2. A prototype temperature log form is provided on page 12.
- School vendors need to maintain and provide certain records including **daily itemized delivery slip** to the sponsor. See contract page 2 for delivery slip and invoice criteria. Schools can develop their own delivery slip or use the prototype form provided on page 13.
- It is no longer required that a school vendor have a food service license, however, **school vendors that transport meals from preparation kitchen to another location may need to have either a Food Safety Registration and/or Meat/Poultry Inspection License from the Ohio Department of Agriculture (ODA)** to meet CACFP vending requirements. Schools that vend to unaffiliated programs (Head Start) housed within the same building as the food preparation kitchen would be exempt. School vendors transporting meals from food preparation kitchen to another in-district school building would need a Food Safety Registration but would be exempt from Meat/Poultry Inspection License. If school vendors do not already have applicable registration and/or license, they should immediately contact the Ohio Department of Agriculture (see instruction pages 1 - 4 & 5) to begin the process of obtaining required documentation. School vendor's who are in the process of obtaining registration/license need to obtain an In-process Letter from the ODA so that the CACFP contract can be completed and approved. This ODA letter is to be provided to the CACFP sponsor to submit to with CACFP contract documents. Failure of the school vendor to obtain the required registration and/or license and failure of the CACFP Sponsor to submit such documentation to the State Agency, could result in the sponsor having to terminate the school vending contract and complete a new contract with a vendor that has the required ODA registration and/or license.

Procurement agreements and contracts are available for downloading from our web site at:

www.education.ohio.gov

At top of page, click on: Community

Under topics, click on: Food and Nutrition

Under topics, click on: Child and Adult Care Food Program

Under Quick Links, click on: CACFP Center-Based Component

Find forms under heading: Food Procurement

Please contact your state consultant at 614-466-2945 or toll free at 1-800-808-6325 if you have questions or if assistance is needed.

**OHIO DEPARTMENT OF EDUCATION
OFFICE FOR CHILD NUTRITION
CHILD AND ADULT CARE FOOD PROGRAM**

SCHOOL FOOD SERVICE VENDING AGREEMENT CHECKLIST

Directions: Please use this checklist to ensure that school food service vending agreement procedures have been followed, required pages have been completed, and specific documentation has been submitted to the state agency (SA).

Reminder: Complete one School Food Service Vending Agreement per school district.

SUBMIT TO STATE AGENCY (SA) UPON COMPLETION	
Sponsor Check	School Food Service Vending Agreement Documentation
	<p>School Food Service Vending Agreement: The authorized representative of the sponsor and the school food authority must sign the agreement on page 3. Submit one copy (including page 4, Schedule A) to the SA. The original is to be kept by the sponsor and a copy given to the vendor.</p> <p><i>The following agreement attachments are to be submitted to the SA:</i></p>
	One month of menus for all meals types to be vended
	Copy of the school vendor's current food service license (risk level 4) if they have one.
	If applicable, copy of school vendor's current ODA Food Safety Registration and/or Meat/Poultry Inspection License. If school vendor is in process of obtaining, submit copy of ODA In-process Letter.

REV. 8/2013

FOOD PROCUREMENT REQUIREMENTS

The CACFP food procurement requirements are found in 7CFR Part 226.21 and 226.22.

Food Service Management Companies, 226.21 (a)

Any institution may contract with a food service management company. An institution which contracts with a food service management company shall remain responsible for ensuring that the food service operation conforms to its agreement with the State agency. All procurements of meals from food service management companies shall adhere to the procurement standards set forth in 226.22.

Procurement Standards, 226.22

- (a) This section established standards and guidelines for the procurement of goods, supplies, equipment and other goods and services. These standards are furnished to ensure that such materials and services are obtained efficiently and economically and in compliance with the provisions of applicable Federal law and Executive orders.
- (b) These standards shall not relieve the institution of any contractual responsibilities under its contracts. The institution is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into in support of the Program. These include, but are not limited to: source evaluation, protests of award, disputed, and claims. Violations of the law shall be referred to the local, State, or Federal authority having proper jurisdiction.
- (c) Institutions may use their own procurement procedures which reflect applicable State or local laws and regulations, provided that procurements made with Program payments conform to the standards set forth in this section and in Attachment O of Office of Management and Budget Circulars A-102 and A-110, as well as to procurement requirements which may be established by the State agency, with the approval of FNS to prevent fraud, waste, and Program abuse.
- (d) Institutions shall maintain a written code of standards on conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Program payments. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when:
 - (1) The employee, officer or agent;
 - (2) Any member of his immediate family;
 - (3) His or her partner; or
 - (4) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The institutions officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contactors or parties to subagreements. Institutions may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the institution's officers, employees, or agents, or by contractors or their agents.

- (e) The institution shall establish procurement procedures which provide that proposed procurement actions shall be reviewed by institution officials to avoid the purchase of unnecessary or duplicative items. Were appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine which approach would be the most economical.

- (f) Affirmative steps shall be taken to assure that small and minority businesses are utilized when possible. Affirmative steps shall include the following:
 - (1) Including qualified small and minority businesses on solicitation lists;
 - (2) Assuring that small and minority businesses are solicited whenever they are potential sources;
 - (3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation;
 - (4) Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses;
 - (5) Using the services and assistance of the Small Business Administration and the Minority Business Enterprise of the Department of Commerce as required;
 - (6) If any subcontracts are to be let requiring the prime contractor to take the affirmative steps in paragraphs 9b) (1) through (5) of this sections; and
 - (7) Taking similar appropriate affirmative action in support of women's business enterprises.
- (g) All procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition consistent with this section. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business.
 - (2) Noncompetitive practices between firms,
 - (3) Organized conflicts of interest, and
 - (4) Unnecessary experience and bonding requirements.
- (h) The institution shall have written selection procedure which shall provide, as a minimum, the following procedural requirements:
 - (1) Solicitations of offers ...
 - (2) Awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- (i) Program procurements shall be made by one of the following methods:
 - (1) Small purchase procedures ...
 - (2) Competitive sealed bids (formal advertising)...
 - (3) Competitive negotiation...
 - (4) Noncompetitive negotiation...
- (j) The cost plus a percentage of cost method of contracting shall not be used...
- (k) Institutions shall maintain records sufficient to detail the significant history of the procurement. These records shall include, but are not necessarily limited to information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.
- (l) In addition to provisions defining a sound and complete procurement contract, institutions shall include ... contract provisions or conditions in all procurement contracts and subcontracts as required by the provision, Federal Law or FNS.
- (m) Institutions shall maintain a contract administration system insuring that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**OHIO DEPARTMENT OF AGRICULTURE
FOOD SAFETY REGISTRATION AND/OR MEAT/POULTRY INSPECTION LICENSE**

It is important when contacting potential vendors that the CACFP sponsor finds out if the vendor already has the needed ODA registration/license or if they will need to obtain in order to be in compliance with vending requirements.

As part of the CACFP vending contract for transporting food from the preparation kitchen to off-site child care centers, Head Start programs, after school programs, etc..., school vendors must have either a Food Safety Registration and/or Meat/Poultry Inspection License from the Ohio Department of Agriculture (ODA). To obtain, school vendors need to contact the ODA so the type of registration and/or licensure can be determined and to start the process.

School vendors that provide meals to unaffiliated programs (Head Start) housed within their kitchen preparation building and eating in their room, or if the children come to the cafeteria to eat, would be exempt from ODA registration/licensure. If children are eating within their room, ODA advises that a school employee deliver the food to the room to assure oversight of the food and that it is promptly served. School vendors transporting meals from food preparation kitchen to another in-district school building would need an ODA Food Safety Registration but would be exempt from Meat/Poultry Inspection Licensure.

Food Safety Registration

As per the ORC 3715.041, a facility (food processing establishment) must register with the ODA Division of Food Safety as a food manufacturer if the following criteria are met: they are producing food products on a routine basis for the same customer; these food products are produced at one commercial location but delivered at another location for sale or distribution. This activity cannot be covered under the local health department as a caterer as it is not 'event driven'. The registration renews every January and costs from \$50 to \$300 depending on the square footage of the facility. The main requirement to be in compliance with Good Manufacturing Practices, OAC 901:3-1.

Meat/Poultry Inspection License

Having a Meat/Poultry Inspection License means a vendor is in compliance with Chapter 918 of the ORC and any applicable parts of 9 CFR Parts 300-500. When a vendor has met all requirements for licensure (i.e. a written Sanitation Standard Operating Procedures (SSOP); a written Hazard Analysis and Critical Control Points (HACCP) program; an acceptable commercial facility; acceptable label; etc...) a license will be granted. The license renews each March and costs \$100. Inspection visits are required each day the facility produces amenable meals under the Division of Meat Inspection (DMI). If the vendor produces, delivers and serves the meals at the receiving site, they may qualify for an exemption from the DMI; however, a Food Safety Registration with the Division Food Safety, ODA, will still be required.

Exemptions

Additionally, certain meals are considered non-amenable (or exempt) from Division of Meat Inspection. Exemptions include: closed faced, traditional sandwiches; meals comprised only of cheese/dairy, seafood, or vegetables; and meals that contain less than 2% cooked meat/poultry. If the following criteria are met, these items are considered exempt from Meat /Poultry Inspection Licensure.

Sandwiches

1. The sandwich must be closed-faced. This means that a hamburger patty that is not on the bun until it is served would have to be under Meat Inspection. If the hamburger is delivered as a closed-faced sandwich, then it would be exempt, and

2. The sandwich must be packaged and served separately from the meal. This means that if a chicken patty sandwich is on a bun and in the same box (such as in a boxed lunch), the meal would have to be inspected. If the chicken patty sandwiches are delivered, on a closed bun and wrapped separately, or are stacked in a separate pan or serving dish, and the customer picks up the sandwich separately from other menu items, then the meal is exempt.

Pizza

1. Prepared, inspected and passed in a cured or cooked form as ready-to-eat (i.e., no further cooking or preparation is necessary) in compliance with the requirements of the Act and these regulations:

- To be served in public or private nonprofit institutions, provided;
NOTE: If the agency/center is a FOR-PROFIT institution the above pizza exemption does NOT apply (in that the vendor cannot deliver and drive away nor can the pizza be picked up by center staff). In order for the vendor to be in compliance for a drop-off delivery, the pizza should not contain any meat or poultry over 2% of the total weight of the pizza. In other words, a meatless pizza such as a cheese pizza, veggie pizza or a pizza with less than 2% of meat per total weight of the pizza would be in compliance with meat/poultry inspection licensure and the vendor could deliver).
 - ❖ Ready-to-eat (i.e., no further cooking or other preparation is needed, except that they may be reheated prior to serving if chilled during transport); and
 - ❖ Transported directly to the receiving institution by employees of the preparing firm, receiving institution, or a food service management company contracted to conduct food service at the public or private nonprofit institution, without intervening transfer or storage (from 9 CFR 303.1(2)).

WHEN CAN THE VENDOR DROP & DRIVE AND WHEN MUST THEY BE PRESENT TO OVERSEE SERVING OF DELIVERED FOOD?

Vendors with a current Food Safety Registration and Meat/Poultry Inspection License **can** drop off meals/food to the site, drive away and not be present to oversee the serving of the delivered food.

Vendors that have only a current Food Safety Registration **can** drop off meals/food to the site IF the meals contain meat/poultry that is considered exempt (i.e. sandwiches and pizza per above criteria); or meals that contain less than 2% cooked meat/poultry; or if the meals do not contain meat or poultry and are comprised only of cheese/dairy, seafood, or vegetables.

Vendors that have a current Food Safety Registration but don't have a Meat/Poultry Inspection License cannot just drop off meals/food at a site and drive away IF the meal contains meat or poultry that is not considered exempt. If the vendor doesn't have an ODA Meat/Poultry Inspection License, then vendor's employee or vendor trained volunteer must stay with the food and oversee the serving of the delivered food at the site (they do not have to necessarily serve the food themselves).

If you have any questions, contact the following persons at the Ohio Department of Agriculture:

Jodi Taylor
Agricultural Inspection Manager
The Ohio Department of Agriculture
Division of Meat Inspection
8995 E. Main St.
Reynoldsburg, OH 43068
taylor@agri.ohio.gov
614-728-6364 (office)
800-282-1955 (toll free)
1-800-750-0750 (TTY)
614-728-6434 (fax)

Terry Gerhardt
Assistant Chief
The Ohio Department of Agriculture
Division of Food Safety
8995 E. Main St.
Reynoldsburg, OH 43068
gerhardt@agri.ohio.gov
614-728-6250 (office)
800-282-1955 (toll free)
1-800-750-0750 (TTY)
614-644-0720

SCHOOL FOOD SERVICE VENDING AGREEMENT

For a School Food Authority (SFA) Vending to a Child and Adult Care Food Program (CACFP) Sponsor

Instructions: Fill in underlined blanks with the appropriate information. Recommended choices are listed in [BRACKETS]. Complete **one agreement per school district**. Complete Schedule A according to the specific needs of each site to be vended. It is preferred that the sponsor develop procurement contracts that coincide with the CACFP fiscal year of October 1 through September 30 but it is permissible for the contract year to be any twelve month or appropriate period.

VENDOR QUALIFICATION: School vendors that transport meals from preparation kitchen to another location may need to have either a Food Safety Registration and/or Meat/Poultry Inspection License from Ohio Department of Agriculture (ODA).

ATTACHMENTS: School vendor must submit with the completed contract the following attachments: Schedule A, one month of menus for all meal types to be vended, copy of current food service license (risk level 4) if have one; and copy of ODA Food Safety Registration and/or Meat/Poultry Inspection License.

This Agreement dated _____, between _____
(hereinafter called the Sponsor) and _____
(hereinafter called the SFA) authorizes that the SFA shall be retained by the Sponsor to provide food service to the site(s) as listed in Schedule A in accordance with CACFP Regulations (7CFR 226) and the following conditions for the period beginning _____ through _____
(mo. day, yr.) (mo. day, yr.)

I. MEAL REQUIREMENTS

- A. The SFA will provide meals, extra milk, paper service items, and eating utensils to each site as identified in Schedule A. The SFA will provide condiments and safe transportation containers if requested by the sponsor.
- B. Meals will be made available as requested on Schedule A with necessary preparation directions and instructions regarding the portion/serving size of each food item.
- C. Both the sponsor and the school have discussed and agree that the following selected meal pattern or menu planning option will be followed by the SFA for this contract:
 - _____ CACFP Meal Pattern (this pattern must be used for snacks and for infants under 1 year of age)
 - _____ Other National School Lunch Program (NSLP) Menu Planning Option (specify type and list any modifications to option): _____

The SFA shall be liable for meals which do not meet the minimum requirements for the meal pattern or menu-planning options selected above or are spoiled or unwholesome at the time of delivery. The Sponsor shall not pay for such meals.

- D. All meals or snacks prepared by the SFA and claimed by the Sponsor for reimbursement under the CACFP shall conform to the minimum NSLP requirements the school follows for the menu planning option if identified above OR shall conform to the food specifications listed in Schedule B and the CACFP Meal Patterns for the applicable age groups served, as summarized in Schedule C which forms part of this Agreement. Deviations from agreed upon menu shall be permitted only upon authorization of the Sponsor. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the SFA from delivering a specified meal component, they shall notify the Sponsor immediately so substitutions may be agreed upon. The Sponsor reserves the right to suggest menu changes within the SFA's food cost periodically throughout the contract period.
- E. The SFA must submit to the sponsor at the time of contract completion menus for at least one month for all meal types for which food is provided according to the meal pattern or option identified above

II. DELIVERY, ORDERING

- A. Sites may be added or deleted by written notice to the SFA.
- B. Delivery of meals will be made by the mutually agreed-upon time each day food is served. The SFA is liable for meals delivered outside of the agreed-upon delivery time.
- C. The Sponsor shall notify the SFA by telephone or in person by _____ [AM/PM] of the total number of meals, snacks, or extra milks needed for the _____ [SAME DAY/FOLLOWING DAY].
- D. The Sponsor may increase the number of meals, snacks, or extra milks ordered by calling the SFA by _____ [AM/PM] of the _____ [SAME DAY/PREVIOUS DAY]. A decrease in the number of meals, snacks, or extra milks ordered requires a _____ [HOUR/DAY] notice prior to meal delivery or pick-up.

III. HEALTH AND SANITATION

- A. The SFA and Sponsor agree that state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. The SFA agrees to take the temperature of hot and cold foods at the time the food is packed for delivery/leaving the preparation kitchen and record time taken and temperature on daily delivery slip.

- C. Sponsor agrees to record time and temperature of delivered hot and cold food upon delivery and when served. This information is to be recorded on the delivery slip or other temperature log. A prototype temperature log is provided, (See Schedule D on page 12).
- D. The SFA and Sponsor are to hold and maintain food at appropriate temperatures which is for cold foods at or below 41 degrees Fahrenheit (5 degrees Celsius) and for hot foods at or above 135 degrees Fahrenheit (57 degrees Celsius) to minimize the time food spends in the danger zone of temperatures between 41 degrees F and 135 degrees F when bacteria grows most rapidly.

IV. RECORDKEEPING

- A. The SFA agrees to maintain full and accurate records, which the Sponsor needs to meet its responsibility under the CACFP. The records, to be kept by site, include the following:
 - 1) Daily menu records. At minimum, copy of menus are to be provided to sponsor on a monthly basis.
 - 2) The SFA shall provide copies of food production records upon request by the Sponsor.
 - 3) Prepare and leave at each vended site a daily itemized delivery slip that at minimum contains the following information:
 - Name of vendor
 - Name of delivery site
 - Date of delivery
 - Time of delivery
 - Meal type (breakfast, am snack, lunch, pm snack, supper, evening snack)
 - Number of meals ordered
 - Number of meals delivered
 - Food items delivered (including milk if applicable)
 - Serving size of each food item or quantity of each food item delivered
 - Time and temperature of hot and cold foods when leaving preparation site and at delivery
 - Signature of vendor representative/delivery person
 - Signature of sponsor representative receiving delivery of food (Note: Site personnel are to check food/meals upon delivery and record any problems on delivery slip before signing).

The SFA may use the provided prototype daily delivery slip (See Schedule E on page 13) or develop and use own delivery slip that contains the information as detailed above.

- B. The SFA agrees that the books and records pertaining to the SFA's Food Service Fund and this contract shall be maintained for a period of three years from the date of the final payment pertaining to this contract and until any audit issues are resolved and to make such records available to representatives of the Sponsor, Ohio Department of Education, the USDA, and the Comptroller General of the United States or any of their duly authorized representatives at any reasonable time and place.

V. CHARGES

- A. Each meal, snack, or extra milk provided shall be priced separately at the following prices.

	<u>Participants</u>	<u>Adults (program staff)</u>
Breakfast	\$ _____	\$ _____
Lunch	\$ _____	\$ _____
Supper	\$ _____	\$ _____
Snack	\$ _____	\$ _____
Extra milk (when not included in meal price)	\$ _____	\$ _____

VI. BILLING AND RECEIPTS

- A. The SFA agrees to deposit into its nonprofit Food Service Fund all payments received under this Agreement and all expenditures made by the SFA in connection with this Agreement shall be paid from such fund.
- B. The SFA shall bill the Sponsor for meals, snacks, or extra milks provided at the prices listed above. Billing will be on a _____ **[MONTHLY]** basis and payment is due _____ **[NUMBER]** days after receipt of invoice or on the _____ **[DATE]** of each month. Amount owed will not be based upon the amount of CACFP reimbursement received by sponsor.
- C. The SFA shall provide itemized invoices to the sponsor that at minimum indicates the time period that invoice covers, the number of meals delivered per day per meal type, the price per meal, the total amount due and payment due date.
- D. The Sponsor (check/complete applicable response):
 - _____ will not consider any price increases for the period of this signed contract.
 - _____ will only consider price increases over the original negotiated price(s) of this signed contract after _____ months from effective beginning date of this contract and any such price increases will not be effective until 30 days after written notice is received. Subsequent increases in price shall be determined by (list conditions):

It is recommended that any re-negotiation of price charged to the sponsor cannot exceed the Consumer Price Index for all Urban Consumers (CPI-U), U.S. base, for food away from home, as computed and published by the U.S. Department of Labor, for the most recent twelve-month period for which CPI data is available.

VII. NON-PERFORMANCE OR CANCELLATION RIGHTS

- A. Both the SFA and the Sponsor reserve the right to cancel this Contract upon written notice for reasons resulting from conditions and circumstances beyond the reasonable control of the parties or, with mutual agreement, upon 30 days after written notice is delivered to either party by the other.
- B. This contract may be terminated for CAUSE by either party immediately upon receipt of written notice. Full payment is due immediately upon receipt of such written notice.

NONDISCRIMINATION: The vendor is advised that a complaint can be filed with USDA if he or she believes there was discrimination by the State or institution in the contracting process. The U.S Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual’s income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

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

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

USDA is an equal opportunity provider and employer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives. The individual signing as the authorized representative has authorization to commit the agency/organization to legal and binding agreements.

SFA	SPONSOR
SFA NAME:	SPONSOR NAME:
MAILING ADDRESS:	MAILING ADDRESS:
TELEPHONE:	TELEPHONE:
FAX:	FAX:
AUTHORIZED REPRESENTATIVE PRINT NAME:	AUTHORIZED REPRESENTATIVE PRINT NAME:
SIGNATURE:	SIGNATURE:
TITLE:	TITLE:
DATE:	DATE:

- * DISTRIBUTE ACCORDINGLY:
- a) Original kept by sponsor
 - b) Copy to vendor
 - c) Copy to state agency

SCHOOL FOOD SERVICE VENDING CONTRACT SCHEDULE A

If contract is for more than 3 sites/centers, then attach additional Schedule A. pages as needed.

Site/Center Information for Where Food Will Be Delivered	Check Meal Type to be Vended		Insert Estimated No. of Meals To Be Ordered For Each Age Group			Directions: Only indicate yes responses with an "X". If response is no, leave blank.					Meal Delivery Time (insert time)
			1-2 years	3-5 years	6 years & older	milk delivery included	extra milk needed	tableware or utensils needed	meals delivered unitized	meals delivered bulk	
List Site Name & Address Director: Phone:	Breakfast										
	AM Snack										
	Lunch										
	PM Snack										
	Supper										
	Eve. Snack										
List Site Name & Address Director: Phone:	Breakfast										
	AM Snack										
	Lunch										
	PM Snack										
	Supper										
	Eve. Snack										
List Site Name & Address Director: Phone:	Breakfast										
	AM Snack										
	Lunch										
	PM Snack										
	Supper										
	Eve. Snack										

Ohio Department of Education – Office for Child Nutrition
Child and Adult Care Food Program
VENDING FOOD SPECIFICATIONS

All foods used shall be in conformance with CACFP guidelines for menu planning and the following minimum specifications:

MEATS: Only those meats or meat products which are slaughtered, processed and manufactured in plants participating in the U.S. Department of Agriculture inspection program can be used. Meats and meat products must bear the appropriate inspection seals. All meat and meat products must be sound, sanitary and free of objectionable odors and signs of deterioration on delivery. Meats that are dry heat cooked, use USDA Choice Grade. Meats cooked with moist heat, use USDA Good Grade or better.

GROUND BEEF/PORK: Maximum 26% fat content.

PROCESSED MEATS: Processed meats such as frankfurters, bologna, knockwurst and Vienna sausage that are all meat or have alternate protein products as the only added binder/extender.

PRE-PORTIONED MEAT ENTREES: Commercially prepared products such as breaded chicken or fish, meatballs or patties, etc. must have a Child Nutrition (CN) label indicating that the product has been reviewed by the USDA Child Nutrition Labeling Program and that its contribution to the meal pattern requirements has been determined OR a product analysis sheet signed by an official of the manufacturer stating the amount of cooked lean meat/meal alternate in the product per serving is on file and available upon request.

POULTRY AND SEAFOOD: When served as whole pieces, must be U.S. Grade A.

MILK: Pasteurized, homogenized fluid milk can be whole, reduced-fat (2%), low-fat (1%), fat-free (skim), flavored or cultured buttermilk. All milk is to contain Vitamins A and D at the levels specified by the Food and Drug Administration and consistent with state and local standards for such milk. Effective 10/1/2011, fluid milk served in CACFP to participants two years of age and older must be: fat-free or low-fat milk, fat-free or low-fat lactose reduced milk, fat-free or low-fat lactose free milk, fat-free or low-fat buttermilk, or fat-free or low-fat acidified milk. Milk may be flavored or unflavored. Whole milk and reduced-fat (2%) milk may not be served to participants over two years of age. Requirements relating to children under the age of two are unchanged at this time but whole milk is recommended for 1 year olds.

CHEESE: U.S. Grade A.

EGGS: U.S. Grade A. All eggs must be free from cracks. Dried, liquid or frozen eggs shall be pasteurized.

FRUITS AND VEGETABLES: Fresh produce should be of good quality (U.S. No. 1) relatively free of bruises and defects. Commercially canned fruits packed in its own juice, water, juice or light syrup and be U.S. Grade B (Choice) or better. Canned juices shall be 100% juice, U.S. Grade A. Commercially canned or frozen vegetables U.S. Grade B (Choice) or better.

GRAINS/BREADS: Grains/breads are creditable when the products are whole grain, bran, germ or enriched or made with whole grain, bran, germ and/or enriched meal or flour. If it is a cereal, the product must be whole grain, bran, germ, enriched, or fortified. If the product is enriched, the item must meet the Food and Drug Administration's Standards of Identity for enriched bread, macaroni and noodle products, rice, cornmeal or corn grits. The grains/breads item must contain enriched flour, bran, germ and/or whole grain as specified on the label or according to the recipe or must be enriched in preparation or processing and labeled "enriched".

NOTE: All foods provided to fill the CACFP meal pattern food component requirements must meet Program standards as set forth in USDA guidance/resources and any additions or amendments thereto.

**Ohio Department of Education - Office for Child Nutrition
Child and Adult Care Food Program**

ALTERNATE PROTEIN PRODUCTS

A. What are the criteria for alternate protein products used in the Child and Adult Care Food Program?

1. An alternate protein product used in meals planned under the provisions in CFR §226.20 must meet all of the criteria in this section.

2. An alternate protein product whether used alone or in combination with meat or meat alternate must meet the following criteria:

a. The alternate protein product must be processed so that some portion of the non-protein constituents of the food is removed. These alternate protein products must be safe and suitable edible products produced from plant or animal sources.

b. The biological quality of the protein in the alternate protein product must be at least 80 percent that of casein, determined by performing a Protein Digestibility Corrected Amino Acid Score (PDCAAS).

c. The alternate protein product must contain at least 18 percent protein by weight when fully hydrated or formulated. ("When hydrated or formulated" refers to a dry alternate protein product and the amount of water, fat, oil, colors, flavors or any other substances which have been added).

d. Manufacturers supplying an alternate protein product to participating schools or institutions must provide documentation that the product meets the criteria in paragraphs A.2. through c of this appendix.

e. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on an as-prepared basis.

f. For an alternate protein product mix, manufacturers should provide information on:

(1) The amount by weight of dry alternate protein product in the package;

(2) Hydration instructions; and

(3) Instructions on how to combine the mix with meat or other meat alternates.

B. How are alternate protein products used in the Child and Adult Care Food Program?

1. Schools, institutions, and service institutions may use alternate protein products to fulfill all or part of the meat/meat alternate component discussed in §226.20.

2. The following terms and conditions apply:

a. The alternate protein product may be used alone or in combination with other food ingredients. Examples of combination items are beef patties, beef crumbles, pizza topping, meat loaf, meat sauce, taco filling, burritos, and tuna salad.

b. Alternate protein products may be used in the dry form (nonhydrated), partially hydrated or fully hydrated form. The moisture content of the fully hydrated alternate protein product (if prepared from a dry concentrated form) must be such that the mixture will have a minimum of 18 percent protein by weight or equivalent amount for the dry or partially hydrated form (based on the level that would be provided if the product were fully hydrated).

C. How are commercially prepared products used in the Child and Adult Care Food Program?

Schools, institutions, and service institutions may use a commercially prepared meat or meat alternate product combined with alternate protein products or uses a commercially prepared product that contains only alternate protein products.

Source: Federal Register, Vol. 65, No. 47, March 9, 2000; Appendix A to Part 226 of USDA FNS

8/2013

CACFP INFANT MEAL PATTERN

Type of Meal Service	Birth through 3 Months	4 through 7 Months	8 through 11 Months
Breakfast	4-6 fluid ounces of formula ¹ or breastmilk ^{2,3}	4-8 fluid ounces of formula ¹ or breastmilk ^{2,3} ; and 0-3 tablespoons of infant cereal ^{1,4}	6-8 fluid ounces of formula ¹ or breastmilk ^{2,3} ; and 2-4 tablespoons of infant cereal ¹ ; and 1-4 tablespoons of fruit or vegetable or both
Lunch or Supper	4-6 fluid ounces of formula ¹ or breastmilk ^{2,3}	4-8 fluid ounces of formula ¹ or breastmilk ^{2,3} ; and 0-3 tablespoons of infant cereal ^{1,4} ; and 0-3 tablespoons of fruit or vegetable or both ⁴	6-8 fluid ounces of formula ¹ or breastmilk ^{2,3} ; and 2-4 tablespoons of infant cereal ¹ ; and/or 1-4 tablespoons of meat, fish, poultry, egg yolk, cooked dry beans or peas; or ½-2 ounces of cheese; or 1-4 ounces (volume) of cottage cheese; or 1-4 ounces (weight) of cheese food or cheese spread; and 1-4 tablespoons of fruit or vegetable or both
Snack	4-6 fluid ounces of formula ¹ or breastmilk ^{2,3}	4-6 fluid ounces of formula ¹ or breastmilk ^{2,3}	2-4 fluid ounces of formula ¹ , breastmilk ^{2,3} , or fruit juice ⁵ ; and 0-½ slice of bread ^{4,6} or 0-2 crackers ^{4,6}

¹ Infant formula and dry infant cereal must be iron-fortified.

² Breastmilk or formula, or portions of both, may be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months.

³ For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered if the infant is still hungry.

⁴ A serving of this component is required only when the infant is developmentally ready to accept it.

⁵ Fruit juice must be full-strength.

⁶ A serving of this component must be made from whole-grain or enriched meal or flour.

CACFP BREAKFAST MEAL PATTERN				
FOR CHILDREN (1 through 12 years of age) AND ADULT DAY CARE				
Select all three food components for a reimbursable meal				
Food Components	Age 1 and 2	Age 3 through 5	Age 6 through 12¹	Adult Participants
<p style="text-align: center;">MILK</p> <p>Milk, fluid: Must be fat-free (skim) or low fat (1%) for participants 2 years of age and older</p>	½ cup ²	¾ cup	1 cup	1 cup ²
<p style="text-align: center;">VEGETABLES AND FRUIT</p> <p>Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice</p>	¼ cup ¼ cup	½ cup ½ cup	½ cup ½ cup	½ cup ½ cup
<p style="text-align: center;">BREAD AND BREAD ALTERNATES³</p> <p>Bread or Cornbread, biscuits, rolls, muffins, etc.⁴ or Cold dry cereal⁵ Cooked cereal or Cooked pasta or noodle products or Cooked cereal grains or an equivalent quantity of any combination of bread/bread alternates</p>	½ slice ½ serving ¼ cup or ⅓ ounce ¼ cup ¼ cup ¼ cup	½ slice ½ serving ⅓ cup or ½ ounce ¼ cup ¼ cup ¼ cup	1 slice 1 serving ¾ cup or 1 ounce ½ cup ½ cup ½ cup	2 slices (servings) 2 servings 1 ½ cups or 2 ounces 1 cup 1 cup 1 cup

¹ Children age 12 and up may be served adult-size portions based on the greater food needs of older boys and girls, but shall be served not less than the minimum quantities specified in this section for children age 6 up to 12.

² For purposes of the requirements outlined in this subsection, a cup means a standard measuring cup.

³ Bread, pasta or noodle products, and cereal grains shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc. shall be made with whole-grain or enriched meal or flour; cereal shall be whole-grain or enriched or fortified.

⁴ Serving size and equivalents to be published in guidance materials by FNS.

⁵ Either volume (cup) or weight (ounce), whichever is less.

CACFP LUNCH MEAL PATTERN FOR CHILDREN (1 through 12 years of age) AND ADULT DAY CARE				
Select all four food components for a reimbursable meal				
Food Components	Age 1 and 2	Age 3 through 5	Age 6 through 12 ¹	Adult Participants
MILK Milk, fluid: Must be fat-free (skim) or low fat (1%) for participants 2 years of age and older	½ cup ²	¾ cup	1 cup	1 cup ²
VEGETABLES AND FRUIT (total to equal 2 different food items) Vegetable(s) and/or fruit(s)	¼ cup total	½ cup total	¾ cup total	1 cup total
BREAD AND BREAD ALTERNATES⁴ Bread or Cornbread, biscuits, rolls, muffins, etc. ⁴ or Cooked pasta or noodle products or Cooked cereal grains or an equivalent quantity of any combination of bread/bread alternate	½ slice ½ serving ¼ cup ¼ cup	½ slice ½ serving ¼ cup ¼ cup	1 slice 1 serving ½ cup ½ cup	2 slices (servings) 2 servings 1 cup 1 cup
MEAT AND MEAT ALTERNATES Lean meat or poultry or fish ⁶ or Alternate protein products ⁷ or Cheese or Egg (large) or Cooked dry beans or peas or Peanut butter or soy nut butter or other nut or seed butters or Peanuts or soy nuts or tree nuts or seeds ⁸ or Yogurt, plain or flavored, unsweetened or sweetened, or an equivalent quantity of any combination of meat/meat alternates	1 ounce 1 ounce 1 ounce ½ ¼ cup 2 table-spoons ½ ounce ⁹ = 50% 4 ounces or ½ cup	1½ ounce 1½ ounce 1½ ounce ¾ ⅜ cup 3 table-spoons ¾ ounce ⁹ = 50% 6 ounces or ¾ cup	2 ounces 2 ounces 2 ounces 1 ½ cup 4 table-spoons 1 ounce ⁹ = 50% 8 ounces or 1 cup	2 ounces 2 ounces 2 ounces 1 ½ cup 4 table-spoons 1 ounce ⁹ = 50% 8 ounces or 1 cup

¹ Children age 12 and up may be served adult-size portions based on the greater food needs of older boys and girls, but shall be served not less than the minimum quantities specified in this section for children age 6 up to 12.

² For purposes of the requirements outlined in this subsection, a cup means a standard measuring cup.

³ Bread, pasta or noodle products, and cereal grains shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc. shall be made with whole-grain or enriched meal or flour; cereal shall be whole-grain or enriched or fortified.

⁴ Serving size and equivalents to be published in guidance materials by FNS.

⁵ Either volume (cup) or weight (ounce), whichever is less.

⁶ Edible portion as served.

⁷ Must meet the requirements in Appendix A of this part.

⁸ One-half egg meets the required minimum amount (one ounce or less) of meat alternate.

⁹ Tree nuts and seeds that may be used as meat alternates are listed in program guidance.

CACFP SUPPER MEAL PATTERN				
FOR CHILDREN (1 through 12 years of age) AND ADULT DAY CARE				
Select all four food components for a reimbursable meal				
Food Components	Age 1 and 2	Age 3 through 5	Age 6 through 12 ¹	Adult Participants
MILK Milk, fluid: Must be fat-free (skim) or low fat (1%) for participants 2 years of age and older	½ cup ²	¾ cup	1 cup	None
VEGETABLES AND FRUIT³ (total to equal 2 different food items) Vegetable(s) and/or fruit(s)	¼ cup total	½ cup total	¾ cup total	1 cup total
BREAD AND BREAD ALTERNATES⁴ Bread or Cornbread, biscuits, rolls, muffins, etc. ⁵ or Cooked pasta or noodle products or Cooked cereal grains or an equivalent quantity of any combination of bread/bread alternate	½ slice ½ serving ¼ cup ¼ cup	½ slice ½ serving ¼ cup ¼ cup	1 slice 1 serving ½ cup ½ cup	2 slices (servings) ⁵ 2 servings 1 cup 1 cup
MEAT AND MEAT ALTERNATES Lean meat or poultry or fish ⁶ or Alternate protein products ⁷ or Cheese or Egg (large) or Cooked dry beans or peas or Peanut butter or soynut butter or other nut or seed butters or Peanuts or soynuts or tree nuts or seeds ⁸ or Yogurt, plain or flavored, unsweetened or sweetened, or an equivalent quantity of any combination of meat/meat alternates	1 ounce 1 ounce 1 ounce ½ ¼ cup 2 table- spoons ½ ounce ^{9 = 50%} 4 ounces or ½ cup	1½ ounce 1½ ounce 1½ ounce ¾ ¾ cup 3 table- spoons ¾ ounce ^{9 = 50%} 6 ounces or ¾ cup	2 ounces 2 ounces 2 ounces 1 ½ cup 4 table- spoons 1 ounce ^{9 = 50%} 8 ounces or 1 cup	2 ounces 2 ounces 2 ounces 1 ½ cup 4 table- spoons 1 ounce ^{9 = 50%} 8 ounces or 1 cup

¹ Children age 12 and up may be served adult-size portions based on the greater food needs of older boys and girls, but shall be served not less than the minimum quantities specified in this section for children age 6 up to 12.

² For purposes of the requirements outlined in this subsection, a cup means a standard measuring cup.

³ Bread, pasta or noodle products, and cereal grains shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc. shall be made with whole-grain or enriched meal or flour; cereal shall be whole-grain or enriched or fortified.

⁴ Serving size and equivalents to be published in guidance materials by FNS.

⁵ Either volume (cup) or weight (ounce), whichever is less.

⁶ Edible portion as served.

⁷ Must meet the requirements in Appendix A of this part.

⁸ One-half egg meets the required minimum amount (one ounce or less) of meat alternate.

⁹ Tree nuts and seeds that may be used as meat alternates are listed in program guidance.

CACFP SNACK MEAL PATTERN				
FOR CHILDREN (1 through 12 years of age) AND ADULT DAY CARE				
Select two of the four food components for a reimbursable snack				
For children, juice may not be served when milk is served as the only other component.				
Food Components	Age 1 and 2	Age 3 through 5	Age 6 through 12¹	Adult Participants
<p style="text-align: center;">MILK</p> <p>Milk, fluid: Must be fat-free (skim) or low fat (1%) for participants 2 years of age and older</p>	½ cup ²	½ cup	1 cup	1 cup
<p style="text-align: center;">VEGETABLES AND FRUIT</p> <p>Vegetable(s) and/or fruit(s) or</p> <p>Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice</p>	½ cup	½ cup	¾ cup	½ cup
<p style="text-align: center;">BREAD AND BREAD ALTERNATES³</p> <p>Bread or</p> <p>Cornbread, biscuits, rolls, muffins, etc.⁴ or</p> <p>Cold dry cereal⁵</p> <p>Cooked pasta or noodle products or</p> <p>Cooked cereal or grains or an equivalent quantity of any combination of bread/bread alternates</p>	½ slice	½ slice	1 slice	1 slice (serving)
	½ serving	½ serving	1 serving	1 serving
	¼ cup or ⅓ ounce	⅓ cup or ½ ounce	¾ cup or 1 ounce	¾ cup or 1 ounce
	¼ cup	¼ cup	½ cup	½ cup
	¼ cup	¼ cup	½ cup	½ cup
<p style="text-align: center;">MEAT AND MEAT ALTERNATES</p> <p>Lean meat or poultry or fish⁶ or</p> <p>Alternate protein products⁷ or</p> <p>Cheese or</p> <p>Egg (large)⁸ or</p> <p>Cooked dry beans or peas or</p> <p>Peanut butter or soy nut butter or other nut or seed butters or</p> <p>Peanuts or soynuts or tree nuts or seeds⁹ or</p> <p>Yogurt, plain or flavored, unsweetened or sweetened, or an equivalent quantity of any combination of meat/meat alternates</p>	½ ounce	½ ounce	1 ounce	1 ounce
	½ ounce	½ ounce	1 ounce	1 ounce
	½ ounce	½ ounce	1 ounce	1 ounce
	½ egg	½ egg	½ egg	½ egg
	⅓ cup	⅓ cup	¼ cup	¼ cup
	1 table- spoon	1 table- spoon	2 table- spoons	2 table- spoons
	½ ounce	½ ounce	1 ounce	1 ounce
	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup

¹ Children age 12 and up may be served adult-size portions based on the greater food needs of older boys and girls, but shall be served not less than the minimum quantities specified in this section for children age 6 up to 12.

² For purposes of the requirements outlined in this subsection, a cup means a standard measuring cup.

³ Bread, pasta or noodle products, and cereal grains shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc. shall be made with whole-grain or enriched meal or flour; cereal shall be whole-grain or enriched or fortified.

⁴ Serving size and equivalents to be published in guidance materials by FNS.

⁵ Either volume (cup) or weight (ounce), whichever is less.

⁶ Edible portion as served.

⁷ Must meet the requirements in Appendix A of this part.

⁸ One-half egg meets the required minimum amount (one ounce or less) of meat alternate.

⁹ Tree nuts and seeds that may be used as meat alternates are listed in program guidance.

DAILY DELIVERY SLIP

Vendor Name:	Date of Delivery:
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Name of Site Food Delivered To:

Meal Type	Breakfast	AM Snack	Lunch	PM Snack	Supper	Evening Snack
Number of Meals Ordered						
Number of Meals Delivered						

Description of Food Items Delivered (including milk, if applicable)	Quantity Delivered or Serving Size	Food Item Delivered (check one)		Temperature and Time						
		Unitized	Bulk	Temp. leaving kitchen	Time	Temp. at delivery	Time	Temp. when served	Time	

Type and Amount of Milk Delivered Today (if applicable)	Number of 4 oz. Cartons	Number of 8 oz. Cartons	Number of Half Gallons	Number of Gallons
Fat Free (Skim)				
Low Fat (1%)				
Whole Milk				

DELIVERY	Print Name Vendor Representative	Signature Vendor Representative	Time of Delivery:
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RECEIPT	Print Name Sponsor Representative	Signature Sponsor Representative
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List any problems or discrepancies regarding food and/or delivery: