Office for Child Nutrition
Summer Food Service Program

SFSP FISCAL YEAR 2013
SCHOOL FOOD SERVICE VENDING AGREEMENT

FOR USE BY
SCHOOL FOOD AUTHORITY VENDING TO A SFSP SPONSOR

It is essential to begin the process of securing food procurement contracts prior to SFSP approval.

SFSP 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. School Food Authorities must have a catering license. Dependent on vended menus and delivery procedures, the school may need to be in compliance with Chapter 918 of Ohio Revised Code concerning meat and poultry inspection.

Milk Requirements for Fiscal Year 2013:

- Fluid Milk served to participants 2 years of age and older must be fat-free (skim) or low-fat (1%).
  See page 4.

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

www.education.ohio.gov
Click on: Learning Conditions and Supports
Click on: Food and Nutrition
Click on: Summer Food Service Program
Look under Topic: 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.

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 sent to the state agency (SA).

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

SEND TO STATE AGENCY (SA) UPON COMPLETION	
Sponsor Check	**School Food Service Vending Agreement Documentation**
	School Food Service Vending Agreement: The authorized representative of the sponsor and the school food authority must sign the agreement on page 2. Send one copy (including Schedule A) to the SA. The original is to be kept by the sponsor and a copy given to the vendor. ***The following agreement attachments are to be sent to the SA:***
	One 11 day cycle of menu for all meals types to be vended
	Copy of the vendor's current catering license
	If applicable, copy of vendor's current Federal or State Meat Inspection Certification

REV. 1/2013

FOOD PROCUREMENT REQUIREMENTS

SFSP food procurement requirements are found in 7CFR Part 225.17 and are summarized below.

Food Service Management Company (7 CFR 225.2 definitions)
In the SFSP, the term "food service management company (FSMC)" means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the program, or for managing a sponsor's food service operations in accordance with the limitations set forth in the program regulations on *management responsibilities of sponsors*. Food service management companies may be (a) public agencies or entities; (b) private nonprofit organizations; or (c) private, for-profit companies

Procurement:
All Procurement of food, supplies, goods and other services with program funds by sponsors must comply with procurement standards prescribed in USDA's Uniform Federal Assistance regulations, 7 CFR Part 3016 for public sponsor, 7 CFR 3019 for private non-profit sponsors, and 7CFR 225 Summer Food Service Program regulations. 7 CFR Part 3016 and 7 CFR 3019 are available to review on the USDA Food and Nutrition Service website www.fns.usda.gov,

Sponsors may use their own procurement procedures which reflect applicable State and local laws and regulations, provided that procurements made with Program funds conform with provisions of this section as well as with procurement requirements which may be established by the state agency, with approval of FNS, to prevent fraud, waste and program abuse.

The State agency shall ensure that each sponsor is aware of the following practices specified in 7 CFR Part 3016 and 7 CFR 3019 as applicable, with respect to minority business enterprises:

(a) 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;

Ohio Department of Education - Office for Child Nutrition
Summer Food Service Program

SCHOOL FOOD SERVICE VENDING AGREEMENT

For a School Food Authority (SFA) Vending to a Summer Food Service Program (SFSP) 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.

VENDOR QUALIFICATION: Vendor must have a catering license. Dependent on vended menus or delivery procedures, the school may need to be in compliance with Chapter 918 of Ohio Revised Code concerning meat and poultry inspection.
ATTACHMENTS: Vendor must submit with the completed contract the following attachments: Schedule A, 11 day cycle menu for all meal types to be vended, copy of vendor's current catering license and, if applicable, a copy of vendor's current certification of Federal or State meat inspection.

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 SFSP Regulations (7CFR 225) 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:

_____ SFSP Meal Pattern

_____ 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 SFSP 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 SFSP Meal Patterns, 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 menus for at least a 11 day menu cycle 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. Location (address) of food preparation center is: _____

_____

IV. RECORDKEEPING

A. The SFA agrees to maintain full and accurate records, which the Sponsor needs to meet its responsibility under the SFSP. The records, to be kept by site, include the following: 1) daily menu records 2) daily quantities of food prepared and delivered (including milk, if applicable) by meal type 3) daily number of meals furnished by meal type. The SFA must prepare and leave an itemized daily delivery invoice for each site. Site personnel are to check food/meals noting any problems on invoice before signing.

B. The SFA shall submit, at the end of each month, copies of the records of menus and number of meals furnished to the sponsor by site. The SFA shall submit copies of food production records to the Sponsor when requested by the Sponsor.

C. The SFA agrees to maintain all records, as listed above, for a period of three years from the date of the final payment pertaining to this Agreement.

D. The SFA agrees that the books and records pertaining to the SFA's Food Service Fund will be made available to representatives of the Ohio Department of Education, the USDA, and the U.S. General Accounting Office at any reasonable time and place.

V. CHARGES

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

	Participants	Adults (program staff)
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. In the event of contract termination for cause by either party, full payment is due immediately upon receipt of written notice. Amount owed will not be based upon the amount of CACFP reimbursement received by sponsor.

C. No increases in price over the original negotiated price will be considered until _____ months after the period beginning date listed at the top of this contract: Subsequent increases or decreases in price shall be determined by and/or allowed (list conditions):_____
_____

VII. NON-PERFORMANCE OR CANCELLATION RIGHTS

A. This agreement may be terminated by either party upon _____ **[THIRTY]** day's written notice. This agreement may also be terminated for cause by either party immediately upon receipt of 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. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write to USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (866)632-9992 (Voice). Individuals who are hearing impaired 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 NAME: _____

Authorized Representative

Signature: _____

Title: _____

Date: _____

Telephone: _____

Fax: _____

SPONSOR NAME: _____

Authorized Representative

Signature: _____

Title: _____

Date: _____

Telephone: _____

Fax: _____

* 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 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	Directions: Only indicate yes responses with an "X". If response is no, leave blank.					Meal Delivery Time (insert time)
				Milk Delivery Included	Extra Milk Needed	Tableware or Utensils Needed	Meals Delivered Unitized	Meals Delivered Bulk	
List Site Name & Address	Breakfast								
	AM Snack								
	Lunch								
	PM Snack								
	Supper								
Director: Phone:	Eve. Snack								
List Site Name & Address	Breakfast								
	AM Snack								
	Lunch								
	PM Snack								
	Supper								
Director: Phone:	Eve. Snack								
List Site Name & Address	Breakfast								
	AM Snack								
	Lunch								
	PM Snack								
	Supper								
Director: Phone:	Eve. Snack								

SCHEDULE B

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 SFSP 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 SFSP 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.

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 SFSP meal pattern food component requirements must meet Program standards as set forth in USDA guidance/resources and any additions or amendments thereto.

Summer Food Service Program Meal Patterns

Food Components	Breakfast (Select foods from all 3 components)	Lunch or Supper (Select foods from all 4 components)	Snack (Choose 2 of the 4 components)
Milk Milk, fluid: Must be fat-free (skim) or low-fat (1%) for 2 years of age and older.	1 cup (8 fl oz.)	1 cup (8 fl oz.)	1 cup (8 fl oz.)
Vegetables and/or Fruits[1] Vegetable(s) and/or fruit(s) or 50% strength or higher vegetable or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice. However, 50% strength juice is not recommended as double the quantity is needed to meet the fruit/vegetable component.	½ cup ½ cup (4 fl oz.)	3/4 cup total	3/4 cup 3/4 cup (6 fl oz.)
Grains and Breads[2] Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal or Cooked pasta or noodle product or Cooked cereal or cereal grains or an equivalent quantity of any combination of grains/breads	1 slice 1 serving 3/4 cup or 1 oz. ½ cup ½ cup	1 slice 1 serving 3/4 cup or 1 oz. ½ cup ½ cup	1 slice 1 serving 3/4 cup or 1 oz. ½ cup ½ cup
Meat and Meat Alternates Lean meat or poultry or fish[3] or Cheese or Eggs or Alternate Protein Product 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[4] or Yogurt[5] or An equivalent quantity of any combination of the above meat/meat alternates	(Optional) 1 oz. 1 oz. 1/2 large egg 1 oz. ¼ cup 2 tbsp. 1 oz. 4 oz. or ½ cup	2 oz. 2 oz. 1 large egg 2 oz. ½ cup 4 tbsp. 1 oz.= 50% 8 oz. or 1 cup	1 oz. 1 oz. 1/2 large egg 1 oz. ¼ cup 2 tbsp. 1 oz. 4 oz. or ½ cup

For the purpose of this table, a cup means a standard measuring cup. Indicated endnotes can be found on the next page.

Endnotes

1. For lunch or supper, serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. For all meals, fruit or vegetable juice may be 50% strength or higher, however 50% strength juice is not recommended as a double quantity is needed to meet the fruit/vegetable component. For snack, juice cannot be served when milk is the only other snack component.

2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

3. A serving consists of the edible portion of cooked lean meat or poultry or fish.

4. Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.

5. Yogurt may be plain or flavored, unsweetened or sweetened.