

SFSP FISCAL YEAR 2013 SMALL PURCHASE VENDING CONTRACT (INFORMAL METHOD OF PROCUREMENT)

FOR USE BY

Summer Food Service Sponsors (SFSP) whose total vended food costs are projected to be under \$150,000 during the SFSP.

It is essential to begin the process of securing food procurement contracts prior to SFSP approval. **SFSP** sponsors must follow the informal small purchase method of procurement if projected vended food costs with a food service management company will be under \$150,000 during the SFSP. Unlike formal sealed bidding, where bid prices must be considered firm and final, the informal small purchase method of procurement allows for the negotiation of prices and terms with the contacted potential vendors. Care must be taken to ensure that all suppliers receive the same information about the purchasing agency's requirements. It is illegal to use the small purchase methods if the purchasing agency divides a unified contract requirement into small purchases in order to bring each individual purchase under \$150,000.

Major Changes to Contract for Fiscal Year 2013:

- Sponsors must document contact with at least three qualified (eligible, able and willing to supply the food) potential vendors and obtain from each potential vendor a completed Vendor Price Quote Response. This documentation must be submitted to the State agency. See revised and new forms on pages I-7, I-8 and I-9.
- Sponsors may opt to include geographic preference as part of the contract and apply preference points to vendor if geographic preference is used by vendor in procuring unprocessed locally grown or locally raised agricultural products. The application of the preference points apply only to determining the winning bidder and does not affect the actual unit price per meal that the vendor has submitted and will be paid for meals provided. See pages I - 4 and Worksheet on page I -10.
- Fluid milk served to participants 2 years of age and older must be fat-free (skim) or low fat (1%). This statement has been added to the meal pattern charts on page 6. Information on milk requirements has also been added to the food specifications on page 7.

Carefully read the attached instructions. The enclosed checklist details documentation that must be submitted to the State agency. As a reminder, all vendors must have a catering license. Dependent on vended menus and delivery procedures, the vendor may need to be in compliance with Chapter 918 of the Ohio Revised Code concerning meat and poultry inspection.

Procurement 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.

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

SMALL PURCHASE VENDING CONTRACT CHECKLIST

Directions: Please use this checklist to ensure that Small Purchase Vending Contract procedures have been followed, required pages have been completed, and requested documentation has been sent to the State agency (SA).

SEND TO STATE AGENCY (SA) UPON COMPLETION	
Sponsor Check	Small Purchase Vending Contract Documentation
	Small Purchase Vending Contract: Upon awarding the contract, the authorized representative of the sponsor and vendor must sign on page 4 and send one copy (including Schedule A) to SA. The original copy is to be kept by the sponsor and a copy given to the vendor.
	One month of menus for all meal 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
	Documentation of Vendor Contact Chart: Send a copy of the completed Documentation of Vendor Contact chart (page I-7). Sponsors must document that contact was made with at least three qualified potential vendors.
	Copy of completed Vendor Price Quote Response form (page I- 8 & I-9) for each vendor contacted and willing to provide a quote. Minimum of three vendor quotes must be obtained.
	Vendor Geographic Preference Worksheet: If sponsor is applying geographic preference as contract criteria, submit completed worksheet for each Potential Vendor that indicated willingness to comply with geographic preference.

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;

Small Purchase Vending Contract Instructions

These instructions are a combination of the following regulatory requirements, federal circulars, and State agency policy.

1. Federal Legislation 7CFR Part 225: Summer Food Service Program
2. Federal Circular 7 CFR Part 3016: Contains standards regulating State and local governments
3. Federal Circular 7 CFR Part 3019: Covers institutions of higher education, hospitals, and other non-profit organizations and State agency policy.

All procurement transactions regardless of whether by formal sealed bids or by informal negotiation and without regard to dollar value shall be conducted in a manner that provides maximum open and free competition. Sponsor must retain records of all procurement activity for three years plus the current fiscal year or until audit or review questions are finalized.

When total costs of vended food service is under \$150,000 in a fiscal year, small purchase methods may be used. It is illegal to use small purchase methods if the sponsor divides a unified contract requirement into small purchases in order to bring each individual purchase under \$150,000.

The sponsor shall contact at least three suppliers of the product or service and obtain competitive price quotations from each. Unlike formal sealed bidding, where bid prices must be considered firm and final, negotiation of prices and terms with one or more of the suppliers contacted is permitted. All contact information included prices discussed/negotiated with potential vendors should be documented and kept on file. Care must be taken to ensure that suppliers receive the same information about the requirements.

DOCUMENTATION OF CONTACT/ VENDOR PRICE QUOTE RESPONSE

The sponsor must contact at least three qualified vendors (see definition below) and document contact by completing the Documentation of Vendor Contact form that is on page I-7. If a contacted vendor is not interested, then check “no” under the column titled “Willing”. This would NOT count as one of the three required contacts as the vendor was not willing/interested in obtaining your business and submitting a written quote.

Qualified means: eligible, able and willing to supply the item (food) or service.

- ELIGIBLE means the potential vendor can meet required licensing or certification requirements and there are not conflicts of interests or other constraints.
- ABLE means the potential vendor can fulfill the sponsor’s requirements.
- WILLING means the potential vendor has a bona fide interest in obtaining the sponsor’s business/vending contract.

To support the contact information, the sponsor must obtain the price quote in writing from at least 3 qualified Potential Vendors. The sponsor must send (faxing is suggested) to the 3 Potential Vendors, who meet the definition of “qualified,” the Vendor Price Quote Response form on pages I- 8 and I-9 to complete. Copy the 2-page form as needed. Prior to sending the form, the sponsor must complete contact information at the top of the form, select if geographic preference will or won’t be applied as a criteria in awarding the contract and complete information in columns C and E of the chart on the second page. The Potential Vendor is to complete response in Part B if geographic preference is applicable and complete columns G and I of the chart. The Potential Vendor is to turn this signed form back to the sponsor in a timely manner in order for the sponsor to proceed with completing the procurement process. Copies of these forms must be submitted to the State agency with the completed Small Purchase Contract.

GEOGRAPHIC PREFERENCE

Section 4302 of Public Law 110-246, the Food, Conservation, and Energy Act of 2008, amended section 9 (j) of the Richard B. Russell National School Lunch Act (NSLA) to allow institutions receiving funds through the Child Nutrition Programs to apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products. "Unprocessed agricultural products" means only those agricultural products that retain their inherent character. The effects of the following handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different inherent character: cooling, refrigerating, freezing; size adjustment through size reduction made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; drying/dehydration; washing; the application of high water pressure or "cold pasteurization"; packaging (such as placing eggs in cartons) and vacuum packing and bagging (such as placing vegetables in bags); butchering livestock, fish and poultry; and the pasteurization of milk.

There is no requirement that institutions (sponsors) must purchase locally grown and locally raised agricultural products. **There is no requirement that institutions (sponsors) must apply geographic preference in their procurements of these products.**

Guidelines about Geographic Preference

- Geographic Preference applies to the unprocessed locally grown or raised agricultural product
- It is irrelevant where the vendor's business is incorporated or location of their place of business. Geographic Preference follows the agricultural product not the location of the bidder.
- Discretion to define the local area for any geographic preference is left to the institution (sponsor) responsible for the procurement contract. The sponsor is also responsible for determining if the Vendor meets the geographic preference criteria in awarding the contract and throughout the contract period. If vendor fails to meet sponsor's geographic preference criteria during the contract period, documentation must be maintained to provide justification of not renewing the contract or not awarding contract to vendor again if rebid.
- "Local" must not be defined in a way that unnecessarily limits competition

In a nutshell this means the sponsor can provide favor (preference/points) in awarding the contract if the Vendor will follow and meet the geographic preference as defined by the sponsor in the contract.

If the sponsor decides to apply geographic preference to the procurement contract then the Vendor Geographic Preference Worksheet must be completed by the sponsor to determine which Potential Vendor has to lowest and most responsive quote for contract award. The Vendor Geographic Preference Worksheet is on page I -10. The sponsor is to use the Potentials Vendor's returned written Price Quote Response form to obtain the information in filling in the numbers in columns C, E, G and I. The preference points (0.5¢) are to be used to award preference to vendors willing to comply with the geographic preference criteria. In column J, the sponsor is to subtract 0.5¢ from each meal type/age group submitted Unit Price per Meal quote the sponsor listed in column G. When the total preference unit price per meal for each meal type/age group is calculated then sponsor is to calculate the total meal cost per contract year. Remember the application of the preference points apply only to determining the winning bidder and does not affect the actual unit price per meal that the vendor has submitted (column G) and will be paid for meals provided.

Note: If no Potential Vendor is able to meet sponsor's geographic preference criteria for procurement, the sponsor will need to contact additional vendors for written price quotes or decide to not apply geographic preference to the procurement contract. If the sponsor eliminates geographic preference from the contract then new written price quotes must be obtained from Potential Vendors.

CONTRACT AWARD

Contract award criteria is to be based on the lowest price of the most responsive and responsible vendor. 'Responsive' bidders/vendors are those whose bids/quotes conform to all of the terms, conditions and requirements of the Small Purchase Vending Agreement. If geographic preference is applied to the contract, the application of the preference points apply only to determining the winning bidder and does not affect the actual unit price per meal that the vendor has submitted and will paid for meals provided.

After the Small Purchase Vending Contract is completed by an authorized representative of the sponsor and the vendor, send to the State agency the completed contract including Schedule A, at least an 11 day cycle menu for all meal types to be vended, the vendor's current catering license and if applicable, the current certification of Federal or State meat inspection, a copy of the completed Documentation of Vendor Contact form on page I-7, copies of all completed Vendor Price Quote Responses (form on page I-8 & I-9) and any completed Vendor Geographic Preference worksheets (page I-10) if geographic preference is applied and used to determine contract award. Use the checklist on page I-1 to ensure that all documentation is sent to the State agency. These materials may be sent with the annual program application or upon completion of the procurement contract. Application approval will be delayed until all required documentation is received by the State agency.

The Small Purchase Vending Contract and all supporting documentation (as described above and any correspondence and faxes, etc.) must be kept on file for three years plus the current fiscal year, or until final resolution of any outstanding reviews or audits. The Contract and documentation must be readily available for review by the State agency, USDA and other State for Federal officials and for auditing purposes.

NOTE: The sponsor is the responsible authority without recourse to the Ohio Department of Education, Summer Food Service Program, regarding settlement and satisfaction of all contractual and administrative issues arising from the procurements entered into under this program. Neither USDA nor the State agency have jurisdiction to enforce it with either party, or resolve any disputes that may arise.

REMINDERS ABOUT MEAT CERTIFICATION

Dependent on vended menus and delivery procedures, the vendor may need to be in compliance with Chapter 918 of Ohio Revised Code concerning meat inspection registration and poultry inspection license (meat certification). It is important when contacting Potential Vendors that the sponsor finds out if the vendor has this meat certification in order to be in compliance with vending requirements.

Vendors with a current Federal or State Meat Inspection Certification can drop off meals/food to the site, drive away and not be present to oversee the serving of the delivered food.

Vendors that do not have a current Federal or State Meat Inspection Certification cannot just drop off meals/food at a site and drive away if the meal contains meat or poultry that is not considered exempt. The vendor employees or trained volunteer does not necessarily have to serve the food, but must stay with the food and oversee the serving of the delivered food at the site.

The following are considered to be exempt from meat inspection licensure if these criteria are met:

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 certification 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)).

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.

If you have any questions regarding Meat Certification contact:

The Ohio Department of Agriculture

Attention: Jody Taylor, Administrative Assistant

Division of Meat Inspection

8995 E. Main St.

Reynoldsburg, OH 43068

Phone: 614-728-6364 or 614-728-6260

**DOCUMENTATION OF VENDOR CONTACT
SFSP SMALL PURCHASE VENDING CONTRACT**

Instructions: Sponsor to contact at least qualified 3 potential vendors to obtain written price quote. Complete this form regarding contact/response.
Submit form to the State agency along with the completed Small Purchase Vending Contract. Copy form as needed.

Vendors Contacted	Date of Contact (mo/day/yr)	Check Topics Discussed with Each Potential Vendor (each vendor must receive the same information)	Indicate if Vendor is Qualified to Vend as defined in Contract Instructions (page I-4)						Vendor Price Quote Response			Circle Response about contract award (lowest price and most responsive)
			Eligible		Able		Willing		Date Sent to Vendor	Date Received Back from Vendor	List Vendor Quote for Meals (from returned response form)	
			Yes	No	Yes	No	Yes	No				
VENDOR Name Phone No.		<input type="checkbox"/> Meal Type <input type="checkbox"/> No. Sites <input type="checkbox"/> Contract Yr. <input type="checkbox"/> No. days per yr. <input type="checkbox"/> Age Groups <input type="checkbox"/> Daily No. Meals <input type="checkbox"/> Price Per Meal <input type="checkbox"/> Include/Exclude Milk <input type="checkbox"/> Timeframe for meal order /change <input type="checkbox"/> Delivery Time <input type="checkbox"/> Daily Delivery Slips <input type="checkbox"/> Catering License (class 4) <input type="checkbox"/> Meat Certification <input type="checkbox"/> Conflict of Interest <input type="checkbox"/> Geographic Preference <input type="checkbox"/> Other								Unit Price Per Meal: \$ ____ . ____ ____ Estimated Total Annual Cost of Meals: \$ _____	Was Geo. Preference applied to this quote? Yes No Was contract awarded to this vendor? Yes No	
VENDOR Name Phone No.		<input type="checkbox"/> Meal Type <input type="checkbox"/> No. Sites <input type="checkbox"/> Contract Yr. <input type="checkbox"/> No. days per yr. <input type="checkbox"/> Age Groups <input type="checkbox"/> Daily No. Meals <input type="checkbox"/> Price Per Meal <input type="checkbox"/> Include/Exclude Milk <input type="checkbox"/> Timeframe for meal order /change <input type="checkbox"/> Delivery Time <input type="checkbox"/> Daily Delivery Slips <input type="checkbox"/> Catering License (class 4) <input type="checkbox"/> Meat Certification <input type="checkbox"/> Any Conflict of Interest <input type="checkbox"/> Geographic Preference <input type="checkbox"/> Other								Unit Price Per Meal: \$ ____ . ____ ____ Estimated Total Annual Cost of Meals: \$ _____	Was Geo. Preference applied to this quote? Yes No Was contract awarded to this vendor? Yes No	
VENDOR Name Phone No:		<input type="checkbox"/> Meal Type <input type="checkbox"/> No. Sites <input type="checkbox"/> Contract Yr. <input type="checkbox"/> No. days per yr. <input type="checkbox"/> Age Groups <input type="checkbox"/> Daily No. Meals <input type="checkbox"/> Price Per Meal <input type="checkbox"/> Include/Exclude Milk <input type="checkbox"/> Timeframe for meal order /change <input type="checkbox"/> Delivery Time <input type="checkbox"/> Daily Delivery Slips <input type="checkbox"/> Catering License (class 4) <input type="checkbox"/> Meat Certification <input type="checkbox"/> Any Conflict of Interest <input type="checkbox"/> Geographic Preference <input type="checkbox"/> Other								Unit Price Per Meal: \$ ____ . ____ ____ Estimated Total Annual Cost of Meals: \$ _____	Was Geo. Preference applied to this quote? Yes No Was contract awarded to this vendor? Yes No	

SFSP Small Purchase Vending Contract VENDOR PRICE QUOTE RESPONSE

(Page 1 of 2)

(Sponsor name) _____

(Sponsor Representative/Contact) _____

(Mailing address) _____

(Telephone Number) _____ (Fax Number) _____

As part of the small purchase food procurement requirements for participation in the USDA Summer Food Service Program (SFSP), our agency/center must obtain a written quote for meals and/or snacks from at least three qualified potential vendors. Please complete the following information and return via mail or fax as soon as possible both pages to the above person.

1) **GEOGRAPHIC PREFERENCE** (Sponsor to complete Part A; Potential Vendor to complete Part B)

A. No, Purchaser (sponsor) will not apply geographic preference as criteria in awarding this SFSP Small Purchase Vending Contract.

Yes Purchaser (sponsor) will give bid award preference points to vendor if geographic preference is used by vendor in procuring unprocessed locally grown or locally raised agricultural products (see explain at bottom of page). The application of the preference points apply only to determining the winning bidder and does not affect the actual unit price per meal that the vendor has submitted and will paid for meals provided.

If yes, the Purchaser (sponsor) must establish and list below any geographic preference criteria and their definition for the term "locally" in regards to the vendor's procurement of unprocessed locally grown or locally raised agricultural products. Note: Criteria and definition must not be established or defined in a way that unnecessarily limits competition.

B. Potential Vendor Response (Complete ONLY if Yes is checked above)

Yes No Vendor agrees to meet geographic preference criteria and Purchaser (sponsor) definition as stated above during this contract period.

Unprocessed agricultural products" means only those agricultural products that retain their inherent character. The effects of the following handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different inherent character: cooling, refrigerating, freezing; size adjustment through size reduction made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; drying/dehydration; washing; the application of high water pressure or "cold pasteurization"; packaging (such as placing eggs in cartons) and vacuum packing and bagging (such as placing vegetables in bags); butchering livestock, fish and poultry; and the pasteurization of milk.

SFSP Small Purchase Vending Contract VENDOR PRICE QUOTE RESPONSE

(Page 2 of 2)

2. PRICE QUOTE

Directions: Sponsor to complete columns C and E for only the age group(s) for which vended meals are needed prior to sending letter. Potential Vendor to complete columns G and I and return both pages to sponsor.

		Sponsor Complete		Sponsor Complete		Vendor Complete		Vendor Complete
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
Type of Meal	Age Group	Estimated Total Number of Meals per Day	X (Multiplied by)	Estimated Total No. Days to be Vended per Contract	X (Multiplied by)	Unit Price per Meal	= (Equals)	Estimated Total Meal Cost per Contract
Breakfast	School Age		X		X		=	\$
AM Snack	School Age		X		X		=	\$
Lunch	School Age		X		X		=	\$
PM Snack	School Age		X		X		=	\$
Supper	School Age		X		X		=	\$
Eve Snack	School Age		X		X		=	\$
Estimated Bid								\$

Vendor/Company Name:	
Print Name of Vendor's Authorized Representative:	
Signature of Vendor's Authorized Representative:	
Title:	Date:
Telephone Number:	Fax Number:

VENDOR GEOGRAPHIC PREFERENCE WORKSHEET

Sponsor is to complete this worksheet ONLY if applying Geographic Preference as criteria in awarding the SFSP Small Purchase Vending Contract and Potential Vendor has indicated willingness to meet such criteria regarding applicable food procurement.

DIRECTIONS: Complete one worksheet per Potential Vendor that has indicated willingness to meet geographic preference criteria.

- Referring to the Vendor Price Quote Response returned by the Potential Vendor, fill in the information in columns C, E, G and I on the chart below for each meal type/age group for which meals will be vended.
- To complete Column J, subtract 0.05 ¢ (considered the preference points) from the Unit Price per Meal listed in Column G. Do this for each meal type/age group for which meals will be vended.
- To complete Column K, multiply Column C times Column E times Column J. Do this for each meal type/age group for which meals will be vended.
- Compare each completed Potential Vendor worksheet to determine the vendor with the lowest Total Estimated Bid with Geographic Preference Applied (Column K bottom, Total Estimated Bid)
- Award contact to the vendor with the lowest most responsive bid with geographic preference applied.
- NOTE: The application of the preference points/cents in Column J apply only to determining the winning bidder and does not affect the actual unit price per meal that the vendor has submitted and will paid for meals provided (Column G).
- Submit each completed Vendor Geographic Preference Worksheet to the State agency with the Small Purchase Vending Contract.

NAME OF POTENTIAL VENDOR:										
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K
Type of Meal	Age Group	Estimated Total Number of Meals per Day	X (Multiplied by)	Estimated Total No. Days to be Vended per Contract	X (Multiplied by)	Unit Price per Meal	= (Equals)	Estimated Total Meal Cost per Contract	Unit Price Per Meal (Column G) if Geographic Preference Points Applied (Minus .05 ¢)	Estimated Total Meal Cost per Contract with Geographic Preference Applied (C x E x J)
E		EXAMPLE 50	EXAMPLE X	EXAMPLE 255	EXAMPLE X	EXAMPLE \$ 1.25	EXAMPLE =	EXAMPLE \$ 15,937.50	EXAMPLE \$ 1.20	EXAMPLE \$ 15,300
Breakfast	School Age		X		X		=	\$		
AM Snack	School Age		X		X		=	\$		
Lunch	School Age		X		X		=	\$		
PM Snack	School Age		X		X		=	\$		
Supper	School Age		X		X		=	\$		
Eve Snack	School Age		X		X		=	\$		
Total Estimated Bid									\$	\$

Ohio Department of Education – Office for Child Nutrition – Summer Food Service Program
SMALL PURCHASE VENDING CONTRACT

This Contract, made this _____ day of _____, 20_____, by and between _____ hereinafter called the Purchaser
(Name and Address of Sponsor)

and the _____ hereinafter called the Vendor to
(Name and Address of Vendor)

provide food service to the site(s) as listed in Schedule A.

WHEREAS, this document, together with Schedule A, B and C, all of which are attached hereto and incorporated as thoughtfully written herein, shall be collectively called the Contract.

WITNESSETH: For and in consideration of the covenants and provisions set forth, the parties agree as follows:

2) This contract begins on _____ and terminates on _____.
(Month/Day/Year) (Month/Day/Year)

3) Yes No Purchaser (sponsor) will give bid award preference/points to vendor if geographic preference is used by vendor in procuring unprocessed locally grown or locally raised agricultural products (see explain at bottom of page). The application of the preference points apply only to determining the winning bidder and does not affect the actual unit price per meal that the vendor has submitted and will paid for meals provided.

If yes, the Purchaser (sponsor) must establish and list below any geographic preference criteria and their definition for the term "locally" in regards to the vendor's procurement of unprocessed locally grown or locally raised agricultural products. Note: Criteria and definition must not be established or defined in a way that unnecessarily limits competition.

Yes No Vendor agrees to meet geographic preference criteria and Purchaser (sponsor) definition as stated above during this contract period.

It is the Purchaser's (sponsor) responsibility to determine if throughout the course of this contract that the Vendor has complied and met the geographic preference criteria and definition as stated above.

Unprocessed agricultural products" means only those agricultural products that retain their inherent character. The effects of the following handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different inherent character: cooling, refrigerating, freezing; size adjustment through size reduction made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; drying/dehydration; washing; the application of high water pressure or "cold pasteurization"; packaging (such as placing eggs in cartons) and vacuum packing and bagging (such as placing vegetables in bags); butchering livestock, fish and poultry; and the pasteurization of milk.

- 4) The Vendor must have a catering license. Dependent on vended menus and delivery procedures, the vendor may need to be in compliance with Chapter 918 of Ohio Revised Code concerning meat and poultry inspection (meat certification). **The Purchaser must submit with the completed Contract including Schedule A, the following documentation: an 11-day cycle menu for all meal types to be vended, a copy of vendor's current catering license, if applicable, a copy of current certification of Federal or State meat inspection, Documentation of Vendor Contact Chart, Vendor Price Quote Responses and, if applicable, Geographic Preference Worksheets.**
- 5) The Purchaser agrees to pay the Vendor on a per meal basis (a daily market order price is not an acceptable method of invoicing and payment of meals), the sum total per meal as listed in Columns (G) for the following applicable meal types. Totals in Columns (C) & (E) include all vended sites included in this contract

Column A	Column B	Sponsor Complete Column C	Column D	Sponsor Complete Column E	Column F	Vendor Complete Column G	Column H	Vendor Complete Column I
Type of Meal	Age Group	Estimated Total Number of Meals per Day	X (Multiplied by)	Estimated Total No. Days to be Vended per Contract	X (Multiplied by)	Unit Price per Meal	= (Equals)	Estimated Total Meal Cost per Contract
Breakfast	School Age		X		X		=	\$
AM Snack	School Age		X		X		=	\$
Lunch	School Age		X		X		=	\$
PM Snack	School Age		X		X		=	\$
Supper	School Age		X		X		=	\$
Eve Snack	School Age		X		X		=	\$
Total Estimated Bid								\$

- 6) For the site(s) included in this contract, the unit price per meal as listed above (check one):
 Includes milk Excludes milk
 If extra milk is requested by the Purchaser, the price per carton or gallon will be negotiated when ordered.
- 7) *No increases in price over the original bid will be considered until _____ months after the effective date of this contract. Subsequent increases or decreases in price shall be determined by and/or allowed (list conditions):

- 8) Payment for meal(s) delivered shall be made from original invoices. The Vendor shall bill the Purchaser for meals, snacks provided at the prices listed above. Billing will be on a _____ **[MONTHLY]** basis and payment is due _____ days after receipt of invoice or on the _____ **(DATE)** of each month. Amount owed will not be based upon the amount of SFSP reimbursement received by Purchaser. Neither the USDA nor the State agency assumes any liability for payment of difference between number of meals delivered and the number of meals served.
- 9) The parties agree that the number of meal(s) provided for in this Contract is merely an estimate by the Purchaser. The Purchaser reserves the right to increase/decrease said quantity or eliminate meal(s), as deemed necessary. The Purchaser may increase the number of meals, snacks, or extra milks ordered by contacting the Vendor by _____ **[AM/PM]** of the _____ **[SAME DAY/PREVIOUS DAY]**. A decrease in the number of meals, snack or extra milks ordered require a _____ **[HOUR/DAY]** notice prior to meal delivery or pick-up.
- 10) Deliveries are to be made when, where and in such quantities as listed in Schedule A, or as otherwise directed by the Purchaser. Vendor shall at all times maintain a sufficient stock of products so as to provide timely delivery. In

the event deliveries do not arrive at the specified time or if the meals so delivered do not conform to the Contract, the Purchaser shall have the right to purchase replacements. All costs other than those that would have been incurred under this contract shall be borne by the Vendor.

- 11) The Vendor must prepare and leave a signed daily delivery invoice that identifies time of delivery, the meal type and kind and amounts of food, including milk if applicable, delivered to each site. Site personnel are to check meals/food delivered noting any problems on invoice before signing the delivery slip.
- 12) *Deviations from agreed upon menu shall be permitted only upon authorization of the Purchaser. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the Vendor from delivering a specified meal component, he shall notify the Purchaser immediately so substitutions may be agreed upon. The Purchaser reserves the right to suggest menu changes within the Vendor's food cost periodically throughout the contract period.
- 13) Sites may be added or deleted by written notice to the Vendor.
- 14) Vendor represents and warrants that the meal(s) will meet all requirements as provided for in Schedule B and in the Summer Food Service Program Regulations, 7CFR 225.16.
- 15) The following events shall constitute default by the Vendor:
 - a) Non-performance by Vendor of any terms, covenants, or conditions of this Contract,
 - b) The Vendor or FSMC is prohibited from subcontracting the total meal or assembly of any part of the meal.
 - c) Any affirmative act of insolvency by Vendor or the filing by Vendor of any petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief of, or relating to debtors; and
 - d) The filing of any involuntary petition under any bankruptcy statute against the Vendor or the appointment of any receiver or trustee to take possession of the Vendor's property.
- 16) In the event of default by the Vendor, the Purchaser may terminate this Contract. Said termination shall be effective immediately upon delivery of written notice to the last known address of the Vendor's property.
- 17) *In the event the Purchaser consents to or waives the breach of any provisions or covenant of this Contract, such waiver shall not constitute a waiver of such provision or covenant in the future. The Purchaser shall not be stopped from later enforcing any provision or covenant it may have previously waived or elected not to enforce; nor shall such waiver have any effect on the enforcement of any other provision.
- 18) *Vendor shall pay the Purchaser all costs and expenses, including (but not limited to) attorney's fees incurred by the Purchaser in exercising any of its rights or remedies hereunder of any of the terms, conditions, or provisions hereof.
- 19) Both the Vendor and the Purchaser reserve the right to cancel this Contract upon written notice for causes 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.
- 20) This contract may be terminated for cause by either party immediately upon receipt of written notice. Full payment is due immediately upon receipt of written notice. Amount owed will not be based upon SFSP reimbursement.
- 21) *The Vendor shall not assign, transfer or pledge its right without the written consent of the Purchaser.
- 22) *This Contract shall be binding upon and inure to the benefit of the Vendor and its heirs, administrators, executors, successors and assigns and the Purchaser and its successors and assigns.
- 23) Federal funding under contract beyond the Summer Food Service Program fiscal year is subject to availability of funds.
- 24) *This Contract shall not be altered or changed except by written and signed agreement of the parties hereto.
- 25) The Vendor shall meet mandatory standards and policies relating to energy efficiency which are contained in the Ohio energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

- 26) For Contracts in excess of \$2,500: the Vendor shall comply with Section 103 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR, Part 5).
- 27) *This Contract shall be construed in accordance with the laws of the State of Ohio.
- 28) The Vendor shall have federal, State or local health certification for the plant(s) in which it proposes to prepare meals for use in the Summer Food Service Program (SFSP) and it shall insure that health and sanitation requirements are met at all times. In addition, the State agency may provide for periodic inspection by the local health department of meal(s) in order to determine bacterial levels of foods prepared.
- 29) The Vendor shall operate in accordance with current Summer Food Service Program (SFSP) regulations.
- 30) The Vendor shall maintain all records, including food production records, pertaining to this Contract on file for 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 the Purchaser, the Ohio Department of Education, USDA, Comptroller General of the United States or any of their duly authorized representatives at any reasonable time and place.

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 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.

NOTE: Clauses marked with an asterisk (*) are not required by federal procurement regulations.

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

(Vendor/Company Name)

(Purchaser/Sponsor Name)

 (Print Name of Vendor's Authorized Representative)

 (Print Name of Sponsor's Authorized Representative)

 (Signature of Vendor's Authorized Representative)

 (Signature of Sponsor's Authorized Representative)

 (Title) (Date Signed)

 (Title) (Date Signed)

 (Telephone Number)

 (Telephone Number)

 (Fax Number)

 (Fax Number)

- Please distribute accordingly:**
- a) Original kept by Sponsor
 - b) One copy to Vendor
 - c) One copy to State agency

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

**Ohio Department of Education – Office for Child Nutrition
Summer food Service Program
VENDING FOOD SPECIFICATIONS**

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

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 vitamin 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 or 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)
<p style="text-align: center;">Milk</p> <p>Milk, fluid: Must be fat-free (skim) or low-fat (1%) for 2 years of age and older.</p>	1 cup (8 fl oz.)	1 cup (8 fl oz.)	1 cup (8 fl oz.)
<p style="text-align: center;">Vegetables and/or Fruits¹</p> <p>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.</p>	<p>½ cup</p> <p>½ cup (4 fl oz.)</p>	3/4 cup total	<p>3/4 cup</p> <p>3/4 cup (6 fl oz.)</p>
<p style="text-align: center;">Grains and Breads²</p> <p>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</p>	<p>1 slice</p> <p>1 serving</p> <p>3/4 cup or 1 oz.</p> <p>½ cup</p> <p>½ cup</p>	<p>1 slice</p> <p>1 serving</p> <p>3/4 cup or 1 oz.</p> <p>½ cup</p> <p>½ cup</p>	<p>1 slice</p> <p>1 serving</p> <p>3/4 cup or 1 oz.</p> <p>½ cup</p> <p>½ cup</p>
<p style="text-align: center;">Meat and Meat Alternates</p> <p>Lean meat or poultry or fish³ 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 seeds⁴ or Yogurt⁵ or An equivalent quantity of any combination of the above meat/meat alternates</p>	<p>(Optional)</p> <p>1 oz.</p> <p>1 oz.</p> <p>1/2 large egg</p> <p>1 oz.</p> <p>¼ cup</p> <p>2 tbsp.</p> <p>1 oz.</p> <p>4 oz. or ½ cup</p>	<p>2 oz.</p> <p>2 oz.</p> <p>1 large egg</p> <p>2 oz.</p> <p>½ cup</p> <p>4 tbsp.</p> <p>1 oz.= 50%</p> <p>8 oz. or 1 cup</p>	<p>1 oz.</p> <p>1 oz.</p> <p>1/2 large egg</p> <p>1 oz.</p> <p>¼ cup</p> <p>2 tbsp.</p> <p>1 oz.</p> <p>4 oz. or ½ cup</p>

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.