



A How-To Guide for Summer Food Sponsors on Purchasing High-Quality Summer Meals

Food Research and Action Center

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About FRAC

The Food Research and Action Center (FRAC) is the leading national organization working for more effective public and private policies to eradicate domestic hunger and undernutrition.

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Introduction

The Summer Food Service Program (SFSP) plays a critical role feeding low-income children during the summer months, a time when children lose access to the school breakfasts, lunches, and snacks they receive during the regular school year. Many of the children served by SFSP would be at nutritional risk if not for the free summer meals available through the program. Over 1.5 million children participate in SFSP at nearly 31,000 sites across the country.¹ The SFSP sponsors who administer these sites are dedicated to running the program and have a strong commitment to the wellbeing of the children in their community.

The quality of SFSP meals plays a key role in the success of the program in alleviating hunger and improving nutrition. Quality meals serve as a magnet to attract children to summer food sites. This results in fewer hungry children during the summer months in a nation where nearly 14 million children live in food insecure households. It also results in improved nutrition because children gain access to grains, produce, dairy and meat or meat alternatives in appropriate portion sizes. This is essential in helping to combat the childhood obesity epidemic, now impacting one third of American children and adolescents who are either obese or at risk of becoming obese.²

Sponsors have two choices for their meal service – they can either prepare the meals themselves (commonly called self-prep), or

"It's not just about serving the lunch, it's about the kids eating the lunch. There's a big difference." – Gail Kohn, Fairfax County Community and Recreation Department, VA

they can purchase their meals from an external organization called a vendor. Eighteen percent of all SFSP sponsors purchase meals from vendors. These sponsors tend to be large, operating 36 percent of all summer food sites and serving 30 percent of the meals.³ Schools, local government agencies, and private nonprofit organizations that sponsor SFSP all can purchase their meals from a vendor. However, local government agencies like Parks and Recreation Departments and County Health and Human Services Departments, and private nonprofits like Kids Cafes, Boys & Girls Clubs, and YMCA's, are more likely to do so. There are many different kinds of vendors: food service management companies, school food authorities, community kitchens, hospitals, and local caterers.

Working with a vendor to procure quality summer meals can be a particularly challenging process. Unlike self-prep sponsors, sponsors that use vended meals have to communicate their expectations to an external organization and may have to deal with a variety of quality-related frustrations – late deliveries, lack of variety, frozen sandwiches. The goal of this guide is to provide concrete strategies for sponsors that purchase their summer meals to effectively work with vendors to improve their meal quality when necessary.

¹ Cooper, Rachel. "Hunger Doesn't Take a Vacation: Summer Nutrition Status Report." *Food Research & Action Center* (2007) pgs. 15, 16.

² Ogden, Cynthia L.; Carroll, Margaret D.; Curtin, Lester R.; McDowell, Margaret A.; Tabak, Carolyn J.; and Flegal, Katherine M. "Prevalence of overweight and obesity in the United States, 1999-2004." *The Journal of the American Medical Association* (2006) 295: 1549-1555.

³ Gordon, Anne; Briefel, Ronette; Needels, Karen; Wemmerus, Nancy; Zavitsky, Teresa; Russo, Randy; Tasse, Tania; Kalb, Laura; Peterson, Anne; Creel, Darryl; Allshouse, Jane E. (ERS Project Representative). "Feeding Low Income Children When School Is Out – The Summer Food Service Program: Final Report" *USDA Economic Research Service* (2003) pg. 48. <http://www.ers.usda.gov/publications/efan03001/efan03001c.pdf> {accessed April 10, 2007}.

Sponsors must focus on a wide range of areas to improve quality. This includes the basics such as having food delivered at an appropriate temperature and getting on-time deliveries. It also includes more complex issues, such as offering healthier foods like fresh fruits and vegetables, whole grains, and variety throughout the menu, and recruiting more vendors to bid if the current vendor is providing unsatisfactory service. This guide is therefore meant to provide quality improvement strategies for new sponsors, but also for experienced sponsors that may have been running the program for many years. Most school districts are self-prep or have exclusive year-round contracts with food service management companies, but those that separately purchase their summer meals may find this guide useful.

This guide outlines three key strategies to improve meal quality: strengthening contract language, improving vendor communication, and increasing competition on a bid. To develop this guide, FRAC analyzed USDA regulations, conducted extensive interviews with state agencies, advocates, and summer food sponsors to document best practices, and reviewed actual summer food contracts. All example contract language comes from existing contracts unless otherwise noted. For a list of sources, please review the acknowledgements section. We hope that this guide will be of assistance to summer food sponsors who are working to improve the quality of meals they serve to children and will also help anti-hunger advocates work together with sponsors on this important challenge.

Basic Bidding Information: An Overview

Sponsors who seek meals through a vendor start the procurement process by drafting a solicitation document describing what kind of meals and service they want, and then allowing different vendors to quote prices to provide this service. This is called competitive bidding. Federal law requires that sponsors conduct an open and competitive bid process so that all interested vendors have the opportunity to bid for the summer meals contract. The sponsor signs a contract with the vendor that is ultimately selected.

Exception: Competitive bidding is not necessary if the vendor is a School Food Authority (SFA) with a self-operating meal service; in this case, the sponsor can simply sign an agreement with the SFA and does not have to solicit bids from multiple sources.

The method most SFSP sponsors use to procure their meals is the Invitation for Sealed Bid (IFB). (Three other less common methods for SFSP sponsors to procure their meals are described on page 5). An IFB is awarded to the lowest priced, responsible, and responsive bidder and results in a firm fixed price contract. The bid process is conducted by the sponsor. However, depending on the organization, the sponsor may work in collaboration with a contracting office. The IFB procedure consists of the following steps and general timeline:

Step 1 - January – March: Begin planning the procurement – forecast meal count requirements by assessing the number of new and returning sites; create a meal delivery schedule by taking site distance and travel time into account

Step 2 - Early spring: Draft an IFB – in general, the IFB will include a menu cycle approved by the state agency, details on the start and end date of the program, the number and location of sites, clear specifications on the estimated number and kind of meals needed, the process for ordering meals, packaging and delivery provisions, the basis for contract award, the terms of meal inspection and acceptance, and general terms and conditions

Step 3 - After drafting the IFB: Publicly advertise the bid and send vendors the IFB. Some state agencies have a list of pre-approved vendors.

Optional: After advertising the bid, some sponsors hold a pre-bid conference to answer questions from prospective vendors. The questions and answers must be made available electronically for any bidders not able to attend.

Step 4 - At least 14 days after sending out the IFB: Conduct a Bid Opening – a public meeting where the sponsor receives all the sealed bids and reads aloud the names of the bidders and their price. The state agency must be present for bids over \$100,000.

Step 5 - Evaluate the bid and make the award. The IFB is usually the document that becomes the contract. The sponsor must be careful not to make substantive modifications to the contract that could be deemed material (major). Material changes to a contract often serve as the basis for bid protests by those bidders not chosen for award.

The sponsor should allow at least 2-3 weeks after the contract has been awarded before the first day of meal service.

Section 1: Ensuring quality from a summer food vendor through the Invitation for Bid (IFB)

An essential element of ensuring quality summer meals is a well developed IFB containing language that adequately describes the required characteristics of the goods and services. The language should be detailed enough to permit a potential contractor to adequately respond, but not so highly descriptive that competition is impaired.

In an IFB, sponsors are limited by federal procurement regulations to three factors in determining which vendor gets the contract:

- cost (the predominant factor)
- responsibility (for example, the vendor's financial situation or past record)
- and lastly, but most importantly for improving nutritional quality; responsiveness to the sponsor's terms as stated in the IFB

Too many sponsors are frustrated because they feel forced to go with the vendor that offers the lowest cost, even if they do not think they will get good food and service. And indeed, without detailed language in the solicitation specifying the nutrition quality and service that the sponsor expects, the sponsor is forced to evaluate bids strictly on cost because there is not sufficient information to distinguish a responsive bid from a non-responsive one.

However, by using detailed language in the IFB, the sponsor gains more leverage to reject a vendor that is low cost and low quality (and hence non-responsive) in favor of a vendor that is higher quality even if it slightly increases the cost. Therefore, the more specific the IFB language is, the better, as long as it is not so descriptive that competition is impaired. Specific language also provides the sponsor with a foundation both to discuss and to enforce meal quality expectations with the vendor over the course of the summer.

Areas that sponsors can focus on to improve quality include: healthier menus, greater meal variety, more leak-proof packaging, clearer meal substitution procedures, and timely deliveries. We offer example language from reviewed contracts that is by no means a complete contract, but is meant to highlight important provisions to improve quality that sponsors should address within the IFB.

Most summer food sponsors work with IFB templates provided by their state agencies. However, sponsors can attach additional language, with the approval of their state agency, to improve nutritional quality and ensure good service. This language can go either in the space provided on the IFB template itself or on a separate sheet.

- ✓ **TIP:** In using this guide, returning sponsors should think back to last year's meal service. What needed improvement? If late delivery was a problem, sponsors should look at the delivery section for example language other sponsors have used. If apples and oranges were served five times a week, sponsors should check the meal variety section. The IFB can be used as a vehicle to address these issues.

A. Bettering Nutritional Quality and Appeal

Nutritional Improvements

SFSP meals follow USDA nutritional guidelines which already ensure that children are receiving healthy meals with the proper amounts of grains, produce, dairy and meat or meat alternatives. This provides a good foundation for quality meals, but improvements can still be made. For example, exchanging a white flour bun for two slices of whole wheat bread greatly improves nutritional quality, as does offering fresh fruits and vegetables instead of juice.

To improve quality, some sponsors employ a “say it up front” strategy, and include nutritional requests/requirements right at the beginning of their solicitation in a general specifications section. Another good place for this is on the menu cycle itself. This strategy is effective because it shows a

Beyond IFB’s: Other Purchasing Procedures

The majority of SFSP sponsors use IFB’s, but there are three other purchasing procedures that can be used under a variety of circumstances:

Noncompetitive Negotiation: This is a procurement method that is restricted to specific situations. Like the competitive proposal method, noncompetitive negotiation still requires negotiation with one or more potential suppliers. Noncompetitive negotiation can only be used if there is inadequate competition in a formal procurement; a public emergency exists that does not permit the delay that would occur if formal procurement procedures were used; or, for public entities, the State agency authorizes noncompetitive negotiation in advance of the procurement and, for nonprofit entities, FNS authorizes noncompetitive negotiation in advance of the procurement.

This method allows sponsors, in circumstances where only one bid is received, to negotiate with a vendor rather than simply accept the vendor’s quoted price. Oftentimes, sponsors receive only one response to an IFB because few vendors in their area have the capacity to meet the meal orders or delivery needs of large programs. In this situation, sponsors are encouraged to enter into noncompetitive negotiation to push for better prices or higher quality meals and services. For more information on what to do in a low vendor response situation, please see Section 3.

Requests for Proposal (RFP): This is a more complex purchasing procedure used when the buyer needs to evaluate several criteria along with price. In this procedure, the buyer develops a set of variables by which to evaluate the bid and assigns each of them a point value by level of importance. RFP’s are usually conducted in two phases. In the first phase, the technical aspects of the proposal are negotiated. The second phase involves price negotiation.

Small Purchase Procedure: SFSP contracts that cost less than the small purchase threshold do not have to follow many of the terms of a formal bid procedure. Currently the federal threshold is set at \$100,000 (fixed at 41 U.S.C. 403(11)). However, sponsors must determine whether State or local thresholds are lower and, if so, follow them. Sponsors that fall under the threshold can use an informal, small purchase procedure.

In a small purchase procedure, the sponsor drafts a simple solicitation and then obtains price quotes from a number of qualified sources. Three quotes are recommended, but more or fewer could be obtained depending on the size of the marketplace. Small purchase prices are often quoted over the phone or by a sales person, but oral quotes must be confirmed in writing.

vendor that the sponsor has prioritized certain requests. Some language examples are provided below, but there is no exact science to determining what goes into this section. A sponsor can best determine this based on its experience from a prior year. For example, if a vendor has provided no whole grains, the sponsor can specify that whole grains are to be used whenever possible. Please see Attachment A, a menu cycle with excellent nutritional quality, for ideas on how to improve meals.

Example language developed in consultation with the Pennsylvania Department of Education:

- Milk must be low in fat: 1% or skim.
- Whole grain breads, rolls, buns, and pastas are to be used whenever economically feasible.
- A variety of fresh fruit components must be served; apples and oranges may not be offered more than 1 time per week.
- Whenever economically feasible, the fruit and vegetable requirement is *not* to be met with juice.
- Products with low fat content should be used whenever economically feasible. For example, skim cheese should be offered as opposed to full fat cheese, and low fat oatmeal raisin cookies should be served instead of full fat chocolate chip cookies.
- Whenever economically feasible, foods on the menu are not to be deep fat fried (Deep fat fried is any meal component that is cooked by total immersion into hot oil or fat, and foods that have been pre-fried or flash fried. This does not include foods that are stir fried or sautéed).

Please note that because of cost issues and vendor capacity, it is unlikely that all of these nutritional improvements can be implemented in one summer. For example, whole grains are typically more expensive than white flour products. A good approach for sponsors is to pick one or two areas to initially work on in any given procurement cycle.

"My biggest challenge with summer food has been getting meal variety, particularly with the cold lunch meals. I try to get my vendor to do bags of grapes or cut up watermelons or melons. I've had some successes. For example, I've been getting jicama and yam sticks for the past few years.

I also try to vary the entrée option to get something other than sandwiches. I've gotten fruit and cottage cheese, cold pizza, and yogurt and a muffin. Of course, it goes without saying, you need to educate the kids and parents about these foods, especially the produce, to get them to accept it." – Sue Eckes, Food Bank of Northern Nevada, NV

The sponsor should state that vendors that respond with more of the desired nutritious offerings will be given greater consideration in the selection process. Vendors can indicate where these items will be used by making notations on the menu cycle. (For example, if chicken breast sandwiches are listed as the entrée option, the vendor can respond with "chicken breast sandwiches on whole wheat bun").

Sponsors can work with their state agency or local procurement office for appropriate language. One approach some sponsors have used is to indicate in the IFB the level of importance each criterion (nutrition, cost, past performance, etc) will have in the award of the bid. Please note that according to federal procurement regulations, cost should be the predominant factor and weighted accordingly.

- ✓ **TIP:** Experienced sponsors serving communities that typically have lots of competition on contracts may want to set a minimum number of offerings for nutritious products instead of using the "whenever economically feasible" clause. For example, instead of stating that whole grains are to be used whenever economically feasible, an IFB could state that whole grains must be

offered x number of times per week. This approach is not recommended for areas that have a limited number of vendors.

Meal Variety

Lack of variety is by far the most common quality challenge cited by sponsors. Sponsors often encounter falling participation rates because of monotonous meals – too many turkey sandwiches, not enough variety in bread, filling, or sides. Without variety, the meals no longer act as a draw in August and children stop coming, often missing out not only on nutritious foods but also on safe and enriching summer activities. A varied menu can help keep participation up and ensure that children receive proper nutrition throughout the whole summer.

To increase variety, a sponsor should build flexibility into the solicitation, which makes it permissible for the sponsor to request equal cost food substitutions over the course of the summer. This allows a sponsor to request, for example, a chicken patty for a turkey patty, or raisins for juice.

Even with including this language in the IFB, the sponsor and vendor need to have an open discussion prior to the start of the program so the sponsor can be aware of equal cost food products.

Example language from existing summer food contracts:

The Sponsor reserves the right to request menu changes within the cost parameters periodically throughout the contract period if meals are not being well-received (consumed) by the children.

- ✓ **TIP:** Please see Attachment B for a listing of in-season fruits during the summer months. At peak season, the prices of these fruits often come down, making them an appealing alternative to more standard fruits like apples and oranges.

"I'm very pleased with the fresh produce we get over the summer. A lot of times, plums and peaches are available in June at a good cost. In July and August, watermelon, cantaloupe, and pears are a good bet." – *Henry Saavedra, City of Albuquerque, NM*

Please note that while it is important to include language permitting sponsors to request meal component changes, it is equally important to include language that *prevents* vendors from making meal substitutions without sponsor approval.

Example language from existing summer food contracts:

Meals shall be delivered on a daily basis in accordance with the menu cycle which appears in the Invitation for Bid. Menu changes may be made only when agreed upon by both parties.

Appeal of Foods

Appeal of foods too often is an afterthought. But, if the goal of the program is to feed children, then it is essential to ensure that the food is appealing so the children actually eat it.

One strategy to address this issue is to specify that a mandatory taste test be done prior to award of the contract. This enables the sponsor as well as the children to sample foods for palatability beforehand. Taste tests must be done on a pass/fail basis and need to be based on uniform criteria to ensure fairness for all bidders. Sponsors can work with their state agency or local procurement office for appropriate language.

When conducting a taste test, it is important to ensure that:

- Both children and adults taste the food (children's tastes are dramatically different from adults').
- It is done on a pass/fail basis (a smiley face system can be used for small children).
- No representatives from the vending organization are present.
- All vendors prepare the same meal.
- All samples are labeled using a double blind so that the possibility of a vendor preference is eliminated.
- One sample from each vendor is frozen so that when the bid is awarded, the sponsor can compare the quality of what was provided during the taste test with what is actually prepared.

B. Logistics of Good Meal Quality

In addition to nutritional quality, variety, and appeal, there are logistical issues that can affect meal quality, such as the temperature, delivery, and preparation of the foods. These elements should also be addressed in the IFB:

Packaging:

Including detailed information about the packaging necessary for the types of meals the sponsor is vending can help prevent crushing, sogginess, leaking, etc.

Example language from existing summer food contracts:

- Meals must be packaged in sealed, leak-proof containers (except for whole fruit).
 - All components of a cold meal shall be unitized in a Styrofoam container before delivery to a site. Milk and juice may or may not be enclosed in the containers.
 - All components of a hot meal shall be unitized with the hot portion packaged separately in a heatable container.
 - Canned fruit components will be apportioned into a leak-proof soufflé cup or similar container and properly sealed with a lid, prior to placement with the rest of the meal. For cold sliced meats and sliced fruit and vegetables the container must be leak-proof, non-toxic plastic or paper.
 - Each sandwich must be individually sealed.
- Containers shall be of sufficient strength to prevent crushing of food and shall enclose the meals so that they are completely unexposed to the elements.
- Containers shall be delivered in cartons constructed to prevent damage to the contents inside. There shall be an equal number of containers in each carton (no over-stuffing), except that one may have fewer to allow for the exact number of meals ordered. Each carton shall have a label listing the vendor's name, meal type, quantity and date of assembly.

Food Preparation

All vendors must ensure that health and sanitation requirements are met at all times and must have state or local health certification for the facility in which they propose to prepare meals for the program. In addition to stating these requirements, sponsors can also use the IFB to address other food preparation expectations (temperature, sanitation, etc). For example, some sponsors have found that they need to specify the number of hours in advance that meals can be prepared in order to ensure freshness. Others have shelf life requirements to enable them to keep meals that aren't consumed until the next day.

Example language from existing summer food contracts:

- Meals shall be prepared under properly-controlled temperatures and assembled not more than ___ hours prior to delivery (most contracts use either 12 or 24 hours)
- Cold foods must be stored at temperatures under forty-two (42) degrees
- All fresh fruits and vegetables must be washed thoroughly during handling or before packaging

Meal Substitutions

The IFB should include a description of the process between the sponsor and vendor for menu changes or substitutions. This is especially important to keep the vendor accountable to the menu cycle agreed upon during the bid process. As one sponsor mentioned, if the vendor bid to provide ham and turkey sandwiches, it is unacceptable for the vendor to turn around and provide peanut butter and jelly instead.

Example language from existing summer food contracts:

- Once a menu cycle has been determined, changes to this menu cycle may be made only when agreed upon by both parties, except in the case of an emergency when the meal substitution procedure described below will be followed.
- If a situation arises which might prevent the vendor from providing a specified meal component, the sponsor will be contacted by telephone so substitutions can be agreed upon. Changes will be documented by both the sponsor and the vendor.
- The sponsor reserves the right to request menu changes within the cost parameters periodically throughout the contract period if meals are not being well-received (consumed) by the children.

Meal Ordering

The IFB should contain a description of the process between the sponsor and vendor for ordering the number of daily meals. It is extremely important to establish a procedure both for increasing and decreasing meal orders. Many sponsors have confronted a situation where they over-estimate the number of children that will come to their sites. Without a procedure to decrease the number of meal orders, a sponsor could end up losing money over consecutive days. New sponsors should be especially careful about overestimating and communicate closely with their vendor regarding participation numbers.

Example language for meal ordering is provided below. Sponsors can adjust this language to provide for more or less flexibility, depending on how much participation variation they have experienced in prior years. For example, some sponsors may not want to have a procedure where they adjust numbers every day and may instead place orders weekly while maintaining the right to increase or decrease orders with ___ hours notice for the life of the contract.

Example language from existing summer food contracts:

- The estimated numbers of sites and meals to be ordered are included in this solicitation on pg _____. The first actual order for meals will be placed by the sponsor on _____. Routine changes in orders will be provided, via (phone, fax), by _____ p.m. for each following business day throughout the duration of the program.
- Meal orders and any subsequent changes to meal orders can be made only by designated sponsor staff. The sponsor will not be obligated to pay for meal orders made or changed by host site staff unless the sponsor has given prior approval to the vendor for that site to enter or change those orders.

Please note that blanks in the example language should be filled-in according to the sponsor's particular timeframe, program needs, and IFB page numbering.

Delivery

Late deliveries can be a source of great frustration for summer food sponsors. Delivery delays can have a variety of causes. On the one hand, sponsors may have developed infeasible delivery schedules because of poor planning. Thorough preparation prior to drafting the IFB can address this issue, especially if there is great distance between sites. On the vendor side, delivery truck breakdowns, truck driver illness, and lack of familiarity with the route can all cause delays. One strategy to facilitate punctual delivery is to place certain requirements into the IFB: requiring a set number of trucks for delivery, placing timeframe restraints, and requiring test-drive runs. If a sponsor has adequate refrigeration facilities, another strategy to ease the delivery process is to have breakfast for the next day dropped off with lunch, or have both breakfast and lunch delivered at breakfast time.

Example language from existing summer food contracts:

- Meals are to be delivered daily, unloaded, and placed by the contractor's personnel in the designated location at each of the sites and times listed in this IFB.
- Meals must be delivered no later than the start of the scheduled meal time at each site. At sites without holding facilities, deliveries must be made no earlier than one (1) hour prior to meal time. With prior approval from the sponsor, deliveries may be made to sites with holding facilities within two (2) hours before the scheduled lunch meal time. *(If the sponsor has adequate refrigeration facilities to receive breakfast and lunch deliveries at the same time, this language should be altered to state the appropriate procedure).*
- The vendor shall supply locks and chains for breakfast sites to provide security for overnight food storage *(if applicable)*
- All drivers shall wait until the site supervisor counts all items including meals, juices, and milk, and should the number of meals differ from what was to be delivered, both the driver and site supervisor should initial both the site supervisor's delivery and the driver's delivery tickets.
- The vendor shall supply a route schedule to the sponsor ___ weeks prior to the start of summer food service. *(A truck route is a listing of sites per vehicle in the order that the meals will be delivered).*
- The vendor shall require each driver to complete a dry-run of his/her route prior to the first days of delivery *(This is necessary if either the sponsor or vendor think that the delivery schedule will be difficult to meet).*
- The vendor shall have back-up drivers and vehicles on hand to assure prompt delivery of meals. [Another option: the vendor must have a minimum of ____ refrigerated trucks for daily route delivery, plus one (1) refrigerated truck as an emergency backup.]
- The sponsor reserves the right to add or delete food service sites by amendment of the initial list of approved sites in ____ (section of the bid), and make changes in the approved level for the maximum number of meals which may be served under the Program at each site (established under the Code of Federal Regulations Section 225.6(d)(2)). The sponsor shall notify the vendor by providing an amendment to ____ (section of the bid), of all sites which are approved, cancelled, or terminated subsequent to acceptance of this contract, and of any changes in the approved level of meal service for a site. Such amendments shall be provided within ____ hours or less.

Refrigeration

Refrigeration is important for food safety, but also for children's enjoyment of the meals. Warm fruit, for example, is edible, but not always as desirable as cold fruit, especially on a hot summer day. Conversely, receiving frozen foods is also a problem many sponsors have cited. An IFB should include specifications to ensure proper refrigeration.

Example language from existing summer food contracts:

- Adequate refrigeration shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State and local health codes.
- Bidder shall provide XX pounds of ice for each ice cooler to maintain food at 42 degrees Fahrenheit daily to outside sites that do not have refrigeration. Bidder shall provide extra ice for each ice cooler to maintain food at 42 degrees Fahrenheit daily to outside sites that do not have refrigeration during extremely hot weather.
- Food must be delivered at an appropriate temperature; frozen sandwiches will not be accepted

"We're a big program – we had 150 sites last year and fed nearly 5,000 children per day at our peak. Our biggest challenge is having our meals delivered at the right temperature since our sites are so spread out. We have worked with our vendor to ensure that they do delivery in refrigerated trucks; they also provide coolers for our sites that don't have refrigeration facilities.

To any sponsor, I would recommend that you ensure that the vendor will provide coolers and ice for outdoor sites. Also, specify to your vendor that meals need to be delivered within a certain time period (no earlier than X and no later than Y), that the deliverer test drive the routes prior to the first day of the program, and that there are backup truck(s) in case a truck breaks down." – Sally Petrilli, Allegheny County Office of Community Service, PA

Noncompliance

All IFB's should have a statement of noncompliance stating the sponsor's right to hold the vendor accountable for failure to comply with the contract.

Example language from existing summer food contracts:

- The sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract.
- The daily meal inspection and reason for rejection of any meals, when applicable, shall be documented on delivery tickets provided by the sponsor. The delivery ticket shall be signed by both the sponsor's staff and a designated representative of the vendor. The sponsor will retain the original form. The copy shall be left with the vendor.

Disallowances

It is essential for the sponsor to specify in the IFB what actions will result in non-payment of meals. This gives the sponsor grounds to enforce its quality expectations.

Example language from existing summer food contracts:

Violations that shall cause disallowances in the vendor's payment from the sponsor shall include the following:

- Delivering meals that are not unitized

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- Delivering meals that are wholly or partially spoiled
 - Delivering meals outside the designated delivery times
 - Delivering meals that were improperly packaged, i.e. containers broken, torn, or open
 - Delivering meals with components that are less than the required size, weight, or temperature
 - Delivering meals that are missing components
 - Delivering meals in excess of the order, regardless of whether they are accepted at the site
 - Changing meals or substituting components without the sponsor’s prior approval

Sponsors can include language to surcharge the vendor for lost administrative costs if meals are provided but not allowed to be claimed for reimbursement for any of the above reasons.

Section 2: Ensuring quality from a summer food vendor with good communication

While writing a detailed IFB is important, communication with the vendor once the contract is signed is also critical. The majority of sponsors surveyed for this guide discussed the importance of the sponsor-vendor relationship and of laying out clear expectations in order to get quality foods. The most important thing to remember for vendor communication is that the sponsor is paying the bills, so the sponsor has the right and responsibility to state its requirements for food service. Some sponsors may feel like the vendor is running the program, and that they are powerless. This is not true!

"I would assure other sponsors that open communication is good. Sometimes, I think sponsors are worried that their vendor will get offended if the sponsor brings up meal problems or makes suggestions. But, my vendor didn't get upset – in the end, they want to make sure that the customer is satisfied." – Jennifer Mayotte, Community Partners With Youth, MN

Strategies for Effective Vendor Communication

Organize a Post-Bid Award Meeting

Once the summer food contract has been awarded, the next step is to establish good rapport with the vendor.

Within two weeks of the bid award, the sponsor should invite the vendor for a post-bid award meeting. The vendor should be informed that if there is a separate delivery company, it is invited to attend as well.

- ✓ **TIP:** The sponsor should confirm that it is speaking with the correct person at the vending organization, and ask to connect with their specific account manager.

The post-bid award meeting is an opportunity to:

- Re-emphasize the nutrition expectations that the sponsor has for the meals, as set forth in the IFB and resulting contract.
- Highlight logistical issues (delivery, meal packaging, etc) that promote quality.

"At our post-bid award meeting, we emphasized to our vendor that we needed fresh fruits and vegetables; it was also helpful to take the summer food guidelines with us to be sure the vendor was familiar with it." – Chester Bureau of Recreation, PA

1. Emphasizing Nutrition Expectations

It can be helpful for the sponsor to take the summer food guidelines to the discussion, especially if it is working with a new vendor. This is also the time to emphasize nutrition expectations, which could include:

- Only 1% or skim milk
- Whole wheat breads, rolls, buns, pastas, and grains whenever possible
- Strong preference for fresh fruits and vegetables over juice
- Lowfat options. For example: skim cheese as opposed to full fat cheese; lowfat oatmeal raisin cookies instead of full fat chocolate chip cookies
- Baked options: For example, baked chicken tenders or chips instead of deep fried foods
- Good variety, as set in the menu cycle

2. Emphasizing Preparation and Delivery Logistics

Again, it is important for sponsors to review preparation and delivery specifications, as these have an impact on meal quality. Particularly, the meeting is a good time for sponsors to emphasize corrections to problems they have had in former years. For example:

- Specify that meals must be prepared no earlier than ____ hours (depending on contract, usually 12 or 24 hours) in advance of children's eating to maximize freshness of the food
- Specify how the meals should be packaged to prevent crushing
- Specify that sandwiches have to be wrapped separately to prevent condensation from milk or juice
- Specify that meals that come without appropriate temperature regulation (in an unrefrigerated truck or frozen) will not be accepted.

"The first time you make contact with a vendor shouldn't be when you have an issue. You should develop a relationship with them right off the bat. When we first started working with the vendor we currently use, I went to the main offices and met all the people there (from the regional director to the staffers). I let them know I was always there if I could provide any help from my end. I was also very open about what it was that I needed and expected from them as a vendor. I didn't want meals prepared any more than 24 hours in advance, and I needed the food to be ready when my drivers arrived for pick-up." – Kim Johnson, Harvesters – The Community Food Network, MO

Enforce the contract

Once summer food service has begun, enforcement of nutrition and service expectations is critical. Remember, the contract is meaningless if no one enforces it.

- ✓ **TIP:** Are site staff trained to report missing meal components, late deliveries, or unauthorized meal substitutions? There should be a set routine for communication between the sponsor and the sites. This sort of information is essential to enable the sponsor to effectively monitor the vendor.
- In the face of a problem with service or food, the sponsor should immediately contact the vendor and report the problem. The sponsor should not wait and plan to call the next time. The problem should be explained to the vendor and the deficiencies clearly stated as unacceptable. In addition, the call should be documented, including the name of the individual who handled the

call and the date/time. For subsequent problems, the call should be followed up in writing and the state agency should be informed.

- A sponsor should remember that it can refuse the entire delivery if any bad meals are found. Refusal of payment can be for any of the reasons stated in the contract (see page 10 for example disallowance language).

Set up check-in meetings

Bi-weekly meetings should be arranged with the vendor to discuss how the summer meals are being received at the sites. The vendor should be told what foods the kids particularly enjoy, and what foods are not being well-received. Sometimes it can be helpful to have a site coordinator attend the meeting to provide first hand information.

Developing a good relationship with a vendor takes time, but is worth it! The summer food service will be more successful and more hungry children will gain access to the nutrition that they need.

Summary of successful vendor communication strategies:

What	When	Description
Post-Bid Award Meeting	Immediately after awarding the contract	Sit-down meeting with vendor and deliverer to build rapport and discuss nutrition and service expectations as set forth in the IFB and resulting contract
Enforcement of Contract	Immediately upon observation of any problems with vendor service	Phone calls or emails to vendor to state problems / noncompliance with the contract
Check-In Meetings	Over the course of the summer	Brief check-in meetings to touch base with vendor and provide them with feedback from sites. Keeps lines of communication open.

Section 3: Ensuring quality through increasing competition

Several sponsors surveyed for this guide cited the lack of vendors bidding on their contracts as a barrier to improved meal quality. Oftentimes, because of the size or location of some contracts, there may only be one or two vendors that have the capacity to meet the solicitation requirements. This may cause sponsors to feel as though they don't have a lot of choice in their vendors and that they don't have much leverage in getting a vendor to improve its meal quality.

While the lack of competition in some areas is a difficult problem, there are some strategies to address the issue.

If a sponsor receives only one competitive bid, it can:

- Enter into noncompetitive negotiation with the vendor
- Recruit additional vendors for next summer

Noncompetitive Negotiation

Noncompetitive negotiation is permitted by USDA if meals are only available from a single source in the area, or if, after a sponsor solicits a number of sources, competition is deemed inadequate. State agency approval is required.

"For a while, we only had one reasonable bidder. Our vendor had been asking us for a multi-year contract, and we finally decided to do that to negotiate for better service. We were able to negotiate for 150 commercial refrigeration units at our sites in return for the multi-year contract (which either of us could break if it became unacceptable).

The refrigeration was a big help. In the past, we'd had some serious quality issues because the food had to sit outside in the hot weather. Also, we were not able to serve our breakfasts on time because the deliverer was not able to reach all our sites in the window of time we had specified. Getting the refrigeration enabled us to receive breakfasts the day before, so we could serve them on time the next day." – Leo Dignam, Philadelphia Dept of Recreation, PA

One strategy that might be especially effective in noncompetitive situations is negotiating a multi-year contract. Vendors are interested in multi-year contracts because they ensure a long-term customer. In the last few years, several sponsors have obtained refrigeration and/or heating units from their vendor in return for multi-year contracts (along with the added benefit for the sponsor of spending less time and money re-bidding the contract each year).

This type of deal is advantageous for both parties. Refrigeration enables the vendor to deliver multiple meals at one time, cutting down on delivery costs. For the sponsor, refrigeration improves food quality and enables the sponsor to serve a broader range of meals, attracting more children to the summer food sites and resulting in more low-income children served. Of course, both parties retain the right to end the contract at the end of each year if it proves unsatisfactory.

Recruiting additional vendors

"I had been wanting to switch vendors because I wasn't pleased with the service and quality of food I had been getting from my food service management company. It was adequate, but sometimes the bread would be partially frozen or the peanut butter wouldn't be spread out for a peanut butter and jelly sandwich – little things like that which make the food less appetizing for the kids.

So, we were ramping up to put out our invitation for bid, and sort of thinking about our options. I knew that our YWCA did summer sack lunches. I had also heard about a Kids Cafe that seemed to get pretty good meals. I connected with those folks, and was able to arrange for a new vendor – the local community kitchen. What actually ended up happening was that we became a site for the community kitchen, so we didn't even have to put out a contract." – Nancy Neill, Lubbock Parks and Recreation Department, TX

Tips for sponsors to identify potential vendors

- Connect with other sponsors in the region. Training sessions can be a good opportunity to do this. State agencies also may have heard of good vendors in the area.
- Think creatively about potential vendors. A vendor could be a School Food Authority or a Food Service Management Company, but it could also be a hospital, senior service agency, or community kitchen. Community kitchen programs provide culinary training to low income men and women who also prepare nutritious meals for a variety of social service programs. Please see below for a list of options and contact information.

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- Remember that there are advantages to vending from public sources (School Food, Senior Feeding Programs, etc). They are familiar with USDA's requirements, they are not seeking a profit, and if the vendor is a School Food Authority, the sponsor does not have to go through a competitive bid process.
 - Consider whether splitting the meal service into two separate solicitations may increase the number of vendors that can handle a particular contract. For example, a sponsor could contract with one vendor for breakfasts and another for lunches. Making the contract a more manageable size may increase competition.

Vendor Options

- School Food Authorities (SFA). Many SFA's remain open during the summer months to provide meals for children in summer school throughout the district. A sponsor can use the SFA that serves its area, or any other SFA in the region. To contact, call the school district.
- Community Kitchens. Community Kitchens provide culinary training to low income men and women who also prepare nutritious meals for a variety of social service programs. To identify a local community kitchen, contact the local food bank (which can be searched by zip code at www.secondharvest.org), or visit www.kitchensinc.org.
- Senior Feeding Programs / Retirement Centers / Nursing Homes. Senior feeding programs have experience preparing quality foods at low cost. To contact, visit the Department of Health & Human Services Administration on Aging. State agency links have searchable databases on senior meal providers: www.aoa.gov/eldfam/How_To_Find/Agencies/Agencies.asp).
- Hospitals. Local hospitals, especially those in rural areas, often find that their patient levels drop in the summer, when fewer people opt for elective surgery. This puts hospital cafeterias in a good position to vend meals, since they already have the necessary staff and equipment. To contact, use the local phone directory.
- Local Caterers. Local caterers are often small and flexible, and may be able to incorporate more local products in their meals. To contact, visit the National Association of Catering Executives: website.www.nace.net, State Chapters: www.nace.net/chapters/index.html, or use the local phone directory.
- Restaurants and Chef Associations. These organizations have experienced cooks that may be able to prepare meals in bulk. To contact, use the local phone directory.

Conclusion

SFSP has an important role to play in combating hunger and countering the current obesity epidemic. In fact, studies show that childhood obesity and hunger both go up during the summer months.^{4,5} This guide is designed to support SFSP sponsors that receive vended meals to improve the nutritional quality and appeal of the foods they serve. Many of the recommendations in this guide are very technical – from limiting the number of juice offerings in the menu cycle to specifying the packaging for sandwiches. However, attention to these detailed issues can have an enormous positive effect on the nutritional content of the meals and children’s enjoyment of the foods, which will attract more low income children to summer food sites.

⁴ von Hippel, Paul T.; Powell, Brian; Downey, Douglas B.; Rowland, Nicholas J. "The Effect of School on Overweight in Childhood: Gain in Body Mass Index During the School Year and During Summer Vacation." *American Journal of Public Health* (2007) 97: 696-702

⁵ Nord, Mark and Romig, Kathleen. "Hunger in the Summer: Seasonal Food Insecurity and the National School Lunch and Summer Food Service Programs." *Journal of Children and Poverty* (2006). 12(2): 141-158.

Attachment A

Model menus to provide sponsors with ideas and suggestions to improve nutritional quality and/or meal variety.

(Please note that all menu cycles must be approved by the administering state agency. Also, please refer to SFSP meal pattern regulations and food buying guides for quantities.)

Hot Meal Model Menus

Monday	Tuesday	Wednesday	Thursday	Friday
Baked Chicken Tenders w/low fat dip Whole Wheat Pretzels or Whole Wheat Roll Broccoli salad Grapes 1% or Skim Milk	Whole Wheat Rotini Pasta w/Italian Meat Sauce Seasoned Whole Kernel Corn Fresh Nectarine 1% or Skim Milk	Grilled Cheese Sandwich on Whole Wheat Bread Tomato Soup or Baby Carrots Apple Slices Low fat Oatmeal Raisin Cookie 1% or Skim Milk	Nacho Salad with Taco Meat, Shredded Cheese, Baked Tortilla Rounds, Kidney Beans, Shredded Lettuce Red Gold Salsa Fresh Peach 1% or Skim Milk	Vegetable Brown Rice Salad Cheese Stick (skim cheese) and Sunflower Seeds Cucumber Slices w/low fat dip Raisins or Chilled Applesauce 1% or Skim Milk
Turkey & American Cheese Melt on a Whole Wheat Bun Chopped Romaine Lettuce & Tomato Slice Cantaloupe or Orange Wedges 1% or Skim Milk	Baked Cheese Ziti Whole Wheat Roll Garden Salad or Celery Sticks Mixed Fruit Cup 1% or Skim Milk	Roast Beef Sandwich on Whole Wheat Bread Mixed Vegetables Watermelon 1% or Skim Milk	Chicken Salad in Whole Wheat Pita Pockets Cucumber Sticks Chilled Peaches 1% or Skim Milk	Macaroni and Cheese Vegetarian Baked Beans Seasoned Whole Kernel Corn Cantaloupe 1% or Skim Milk
Bean & Cheese Burrito on a Whole Wheat Tortilla Spinach Salad Pineapple Chunks or Grapes 1% or Skim Milk	Meatloaf Whole Wheat Crackers Seasoned Redskin Potatoes Kiwi halves 1% or Skim Milk	Beef Ravioli Whole Wheat Roll Garden Salad Apple Slices 1% or Skim Milk	Cheese Pizza (whole wheat crust & skim cheese) Baby Carrots or Green Pepper Slivers w/low fat Ranch Dipping Cup Mandarin Oranges 1% or Skim Milk	Grilled Beef Teriyaki Strips Whole Wheat Roll or Baked Wheat Chips Seasoned Whole Kernel Corn Fresh Pear Slices 1% or Skim Milk

Cold Meal Model Menus

Monday	Tuesday	Wednesday	Thursday	Friday
Turkey Roll Up on a Whole Wheat Tortilla Garden Salad or Green Pepper Slivers w/low fat dip Cantaloupe 1% or Skim Milk	Roast Beef Sandwich on Whole Wheat Bread Lettuce and Tomato Slice Watermelon 1% or Skim Milk	Chicken Salad on a Whole Wheat Pita Bread Baby Carrots Fresh Peach 1% or Skim Milk	Cold Cheese Pizza (on whole wheat crust w/skim cheese) Broccoli Florets w/low fat dip Apple Slices or Grapes 1% or Skim Milk	Vegetable Brown Rice Salad Sunflower Seeds and a Cheese Stick (skim cheese) Cucumber Slices w/low fat dip Raisins or Chilled Applesauce 1% or Skim Milk
Low fat Apple Cinnamon Muffin Low or Nonfat Vanilla Yogurt Fresh Jicama Sticks Fresh Pear Slices 1% or Skim Milk	Tuna Salad on a French Roll Lettuce & Tomato Slice Celery Sticks Orange Wedges or Apple Slices 1% or Skim Milk	Hummus Wrap on a Whole Wheat Tortilla Cole Slaw Fresh Nectarine 1% or Skim Milk	Nacho Salads with Taco Meat, Shredded Cheese, Baked Tortilla Rounds, Kidney Beans, Shredded Lettuce, and Red Gold Salsa Fresh Peach 1% or Skim Milk	Sliced Turkey and Cheese on a Whole Wheat Roll Cucumber Sticks Orange Wedges or Apple Slices 1% of Skim Milk
Cold Baked Chicken Tenders w/low fat dip Whole Wheat Pretzels or Whole Wheat Roll Broccoli florets w/low fat dip Grapes 1% or Skim Milk	Fresh Fruit Medley - watermelon, cantaloupe, strawberries Cottage Cheese Whole Wheat Bun Fresh Yam Sticks 1% or Skim Milk	Pasta Salad with chopped fresh vegetables Yogurt Cup Watermelon or Fresh Peach 1% or Skim Milk	Chicken Fajita Chef Salad w/low fat dressing Wheat Crackers or Whole Wheat Roll Kiwi Halves 1% or Skim Milk	Baked Meatball Sub on a French Roll Celery Sticks Apple Slices Low fat Sugar Cookie 1% or Skim Milk

Attachment B

Buying Calendar for Fresh Fruits & Veggies
(from FNS 2007 Nutrition Guidance for SFSP Sponsors)

Fresh Fruits

May		June	
Avocados		Apricots	Lemons
Cherries		Avocados	Nectarines
Grapefruit		Bushberries	Peaches
Lemons		Cantaloupes	Plums
Navel Oranges		Cherries	Strawberries
Valencia Oranges		Figs	Valencia Oranges
Winter Pears		Honeydew Melons	Watermelons
July		August	
Apricots	Nectarines	Avocado	Nectarines
Avocado	Peaches	Cantaloupes	Peaches
Bushberries	Pears	Figs	Pears
Cantaloupe	Plums	Grapes	Plums
Grapefruits	Strawberries	Grapefruits	Valencia Oranges
Honeydew Melons	Valencia Oranges	Honeydew Melons	Watermelons
Lemons	Watermelons	Lemons	

Fresh Vegetables

May		June	
Asparagus	Peas	Carrots	Peppers
Beets	Potatoes	Celery	Potatoes
Cabbage	Spinach	Cucumbers	Squash
Carrots	Sweet Corn	Green Beans	Sweet Corn
Celery	Tomatoes	Lettuce	Tomatoes
Lettuce		Onions	
Onions			
July		August	
Cabbage	Okra	Cabbage	Onions
Carrots	Onions	Celery	Peppers
Celery	Peppers	Cucumbers	Potatoes
Cucumbers	Potatoes	Eggplant	Squash
Eggplant	Squash	Green Beans	Sweet Corn
Green Beans	Sweet Corn	Lettuce	Tomatoes
Lettuce	Tomatoes	Okra	
Lima Beans			