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

About FRAC

The Food Research & Action Center (FRAC) is the leading national organization working for more effective public and private policies to eradicate domestic hunger and undernutrition. For more information about FRAC, or to sign up for FRAC's *Weekly News Digest* and monthly *Meals Matter: Summer & Afterschool Newsletter*, go to www.frac.org.

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 and lunches and afterschool meals 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. Nearly 3 million children participate in SFSP at nearly 42,000 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 well-being 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. Summer food sites help ensure that there are fewer hungry children during the summer months in a nation where over 20 percent of households with children are food insecure.² By offering quality meals, summer food sites can also help improve nutrition because children gain access to whole grains, fresh 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 overweight.³

Sponsors have a few options to choose from in how they prepare or purchase meals for their sites. They can either prepare the meals themselves (commonly called self-prep), contract with a local school food authority (SFA) operating the National School Lunch Program (NSLP) to provide meals, competitively solicit the services of a vendor (s) to provide them with unitized meals, or competitively solicit the services of an entity to manage their food service operation called a Food Service Management Company (FSMC). 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.⁴ Many schools, local government agencies, and private nonprofit organizations that sponsor the SFSP purchase meals from a vendor. However, local government agencies, such as Parks and Recreation Departments and County Health and Human Services Departments, and private nonprofits, such as YMCA's, and Boys & Girls Clubs are more likely to do so. There are many different kinds of vendors: FMSCs, SFAs, community kitchens, hospitals, food banks and local caterers are common examples.

"Our program is very open to innovation and improvement. If there's a way to improve what we're doing we're all about looking into it objectively and practically" – Lori Ciszak, Florida Department of Agriculture and Consumer Services

Working with a vendor to procure quality summer meals can be a particularly challenging process. Unlike self-prep sponsors, sponsors that purchase unitized meals from vendors or use FMSCs to manage their food service operations on-site must communicate their expectations to an external organization. Often these organizations are not be familiar with the rules and regulations of federal child nutrition programs which can create a variety of quality-related frustrations for sponsors—such as late deliveries, lack of variety in menus, or menu options that appeal to children while still meeting the federal

¹ Sims, K., Anderson, S. FitzSimons, C. Burke, M., & Kapp-Klote, H. "Hunger Doesn't Take a Vacation: Summer Nutrition Status Report." *Food Research & Action Center* (2014) pgs. 3,17.

² Coleman-Jensen, Alisha, William McFall, Mark Nord. "Food Insecurity in Households With Children: Prevalence, Severity, and Household Characteristics, 2010-11". Economic Information Bulletin No. (EIB-113) 59 pp, May 2013.

³ Ogden CL, Carroll MD, Kit BK, Flegal KM. Prevalence of Obesity and Trends in Body Mass Index Among US Children and Adolescents, 1999-2010. *JAMA*. 2012;307(5):483-490.

⁴ 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://webarchives.cdlib.org/sw1tx36512/http://www.ers.usda.gov/publications/fanrr30/fanrr30.pdf> {accessed August 2, 2013}.

nutrition standards. The goal of this guide is to provide concrete strategies for sponsors that purchase their summer meals to effectively work with vendors and improve the quality of the meals they serve in order to better meet the nutritional needs of participating children.

Sponsors must focus on a wide range of areas to improve quality. This includes the basics such as having food delivered on-time and at temperatures required by local food safety regulations. It also includes more complex issues, such as offering healthier foods like fresh fruits and vegetables, whole grains, and a variety of options throughout the menu and throughout the duration of the summer, and the ability to recruit new 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 to assist experienced sponsors that may have been running the program for many years to improve their strategies as well. 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 as well.

This guide outlines four key strategies to ensuring quality through:

- Strengthening contract language through the Invitation for Bid (IFB);
- Improved vendor communication;
- Increased competition; and
- Legislation.

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 SFSP sponsors who are working to improve the nutritional 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 unitized meals through a vendor start the procurement process by drafting a solicitation document describing what kind of meals and service they want. They then publish a solicitation to allow different vendors to respond by quoting prices to provide this service. This is called competition. Federal law requires that sponsors wanting to contract with a vendor follow designated procedures so that all interested vendors have the opportunity to respond to the solicitation for the summer meals contract. The sponsor then signs a contract with the vendor that is ultimately selected.

Exception: Competition is not required for a sponsor if they opt to sign onto an existing contract of a SFA that has a self-operating meal service and procures all products and services in compliance with federal regulations. In this case, the sponsor can simply sign an agreement with the SFA and the sponsor does not have to solicit bids from multiple sources. The SFA, however, must ensure that by including the sponsor on their existing contract, a material change has not occurred as this would require the SFA to rebid the existing contract to expand their scope of award.

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 at the end of this section). An IFB is awarded to the lowest priced, most responsible, and most responsive bidder and results in a firm fixed price contract. The bid process is conducted by the sponsor or the sponsor may procure the services of a procurement agent to complete the process.

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 be provided by the state agency and will need to include an approved menu cycle, 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 (including nutrition specifications such as whole grains and fresh fruits and vegetables), the process for ordering meals, packaging and delivery provisions, the terms of meal inspection and acceptance, the expectations and frequency for post-award bid meetings, and general terms and conditions. The IFB cannot state a minimum bid price. State SFSP agencies typically have a dedicated staff person(s) to support sponsors through the process.

Step 3 - After drafting the IFB: Publicly advertise the bid and send vendors the IFB. Announcements must include the time and place of the bid opening. Some state agencies have a list of registered or previously used 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 \$150,000.

Step 5 - Evaluate the bid and make the award. Note that the bid must be submitted to the state agency and approved by the state agency before the contract can be finalized. Sponsors should then provide a written notice of award to all bidders and provide appeal procedures to bidders not chosen for award. The IFB is usually the

document that then 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.

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

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

In an IFB, sponsors are limited by three factors from federal procurement regulations that determine which vendor gets the contract:

- *Cost* (the predominant factor);
- *Responsibility* (for example, the vendor's ability to fulfill the contract, such as financial viability or past record); and
- *Responsiveness* to the sponsor's terms as stated in the IFB.

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

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 are estimated to cost less than the small purchase threshold are less rigorous than formal procurements but are still a form of full and open competition. Currently the federal threshold is set at \$150,000 (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. More than two quotes are required, but more could be obtained depending on the size of the marketplace. Small purchase prices are often quoted over the phone, fax, email, or by a sales person, but oral quotes must be documented by the sponsor.

Even though this report highlights IFB procurement, many of the strategies in this report are useful regardless of procedure.

Often 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 receive quality foods and services. 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 that do not include their preferences or requests for specific meal components (i.e. fresh fruits and vegetables).

However, by using detailed language in the IFB, the sponsor will receive, and will only be required to consider, bids that fulfill their requests and can then be selected based on price. Specific language also provides the sponsor with a foundation to discuss and enforce meal quality expectations with the vendor throughout the duration of the contract.

Areas that sponsors can focus on to improve meal quality include:

- Healthier menu options;
- Greater variety of food,
- Leak-proof and transportable packaging;
- Distinct meal substitution procedures; and
- Timely deliveries.

We offer example language from reviewed contracts that are by no means a complete contract, but is meant to highlight important provisions to improve quality that sponsors may want to include within the IFB. IFB's can also include Geographic Preference to give preference to vendors who offer local unprocessed agricultural products (see the end of this section).

Most SFSP 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 quality foods and services. 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, and include language other sponsors have used. If apples and carrots were served five times a week, sponsors should check the section on food variety. If children frequently did not like what was served, sponsors may want to require that vendors conduct a small taste test of their food as part of the original solicitation. The IFB can be used as a vehicle to address these issues.

A. Bettering Nutritional Quality and Appeal

Nutritional Quality

SFSP meals follow USDA nutritional guidelines which 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, nutritious meals but additional improvements can still be made. For example, specifying that meals must contain whole grain breads rather than breads made with white flour greatly improves nutritional quality, as does offering fresh fruits and vegetables instead of canned fruits and vegetables and juice.

To improve and guarantee meal quality, include nutritional specifications in the original solicitation. Nutritional specifications can also be included in the menu cycle itself. This strategy is effective because it shows a 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 or by obtaining examples from other successful sponsors. State agencies may be able to help identify sponsors with successful procurement models where the best quality is received at the best price. For example, if a vendor has provided no whole

grains, the sponsor can specify that fresh produce is to be used and how frequently. 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 to specify quality, nutritious foods:

- Milk must be low in fat: 1% or skim. When following the NSLP meal pattern, unflavored milk may be 1% or skim, however, flavored milk must be skim (nonfat).
- Whole grain breads, rolls, buns, and pastas are specified. A variety of fresh fruit components must be served daily; any one fruit or vegetable may not be offered more than 1 time per week.
- Whenever possible, fruit and vegetable requirements must *not* to be met with juice more than twice per week.
- Products with low fat content are specified. For example, skim cheese is required as opposed to full fat cheese, and low fat oatmeal raisin cookies are required instead of full fat chocolate chip cookies.
- 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, these nutritional improvements may result in higher bid prices. For example, whole grains may be more expensive than white flour products. One approach for sponsors is to pick one or two areas to initially work on in any given procurement cycle and include these requirements in the original solicitation process.

Sponsors can work with their state agency or local procurement office for appropriate language. Meal specifications must be included in the original solicitation for bidders to accurately respond to requests and calculate the price they can offer per meal requested.

- ✓ **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 three times per week. This approach is not recommended for areas that have a limited number of vendors.

Some state agencies may require the use of a standard, preapproved contract for all SFSP programs. If this is the case, it is important to talk with your state agency as soon as possible about your interest in improving the nutritional quality of your summer meals through the bidding process. The state agency may work with you to include additional nutrition quality pieces within the bid.

If a sponsor is currently under contract with a vendor, it is still important to communicate with their vendor their interest in serving more nutritious options, being careful not to create any material change to their existing contract, which may prove challenging. Discuss any small changes that could be made to menu options now, if possible, that will not affect cost, such as swapping lean ground turkey for regular ground beef, or replacing chocolate milk with white skim milk. For long-term planning, a statewide anti-hunger group is a great ally in the fight for sustainable nutritional quality and can advocate on the sponsors behalf to the state agency for a more stringent contract. (FRAC can provide assistance in finding the local anti-hunger group). Contracts should be as specific as possible when identifying foods that are high quality and nutritious.

Examples of contract language for specific foods as used in Delaware’s statewide SFSP vendor contract:

- **Celery Sticks** - 3 sticks/each 4 inches long and ½ inch wide to equal ¼ cup serving. Bright, medium to light color. Fresh, firm, crisp branches. Free from noticeable blemishes or decay.
- **Cornflakes** - Individual boxes, ¾ cup each or 1 ounce, whichever is less. Made from cooked paste or pearled hominy, malt, sugar, and other seasonings. Select unsweetened cereal, made from whole-grain or enriched cereal. Can only be served for breakfast or snack.
- **Biscuit** - Enriched all-purpose flour must contain thiamin, riboflavin, niacin, folic acid and iron. Weigh at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture.
- **Tomato Wedges** - 5 X 6 size. ¼ tomato = ¼ cup. Well-shaped, smooth, firm tomatoes, free from cracks, green or yellow sun-burned areas, blemishes and decay. Full red color and slight softening for immediate use.
- **Tuna Fish** - Fancy or solid. The can usually contain large piece of chunks or firm flesh - packed in oil or water. Grade - Packed under Federal Inspection (PUF 1). Tuna fish “salad” may be prepared by mixing tuna fish with relish and/or chopped vegetables such as celery and onions. Vegetable oil or mayonnaise may be used as a moistening agency to “bind” the salad. Mayonnaise or Salad Dressing must not be mixed into the salad. A separate portion pack of mayonnaise may be placed in the unitized lunch/supper meal if desired.

Food/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 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 summer.

To increase variety, a sponsor should build choices into the original solicitation by providing planned menus for each week of meal service, or include a list of foods vendors may serve that provides the intended variety. This allows the sponsor to request equal cost food substitutions over the course of the summer, while also enabling 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 bidders need to have an open discussion, called a pre-bid conference, prior to the opening of sealed bids so the sponsor is aware of equal cost food products and can effectively communicate their expectations.

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.

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 and when the change does not result in a material change to the original solicitation and contract.

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 and continue to return the site.

"If a served meal was mac & cheese, fish sticks and oranges, visually the meal would be all yellow and white. We talk to our sponsors about color and presentation because kids are less likely to eat it if it isn't visually appealing" – Tamra Jackson, Wyoming Department of Education

One strategy to address this issue is to require that a mandatory taste test be conducted prior to award of the contract, which must be included in the original solicitation. 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 adult's).
- 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 exact meals as proposed on menus that will be used for the program.
- 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 required packaging necessary for the types of meals the sponsor is purchasing helps to prevent crushing, soggy, 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 covered compostable container before delivery to a site. Milk and juice may or may not be enclosed in the containers for cold meals.
 - All components of a hot meal shall be unitized with the hot portion packaged separately in a re-heatable container. Cold components may be unitized in cold containers.
 - Canned fruit components will be apportioned into a leak-proof 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.

- All cold foods must be received in temperatures not to exceed 40 degrees F, and hot foods must be received in excess of 140 degrees F, or in compliance with the most restrictive local health regulations.

Food Preparation

All vendors must ensure that the highest health and sanitation requirements are met at all times and must provide with the bid a copy of the most recent 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 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 are not consumed until the next day.

"An issue we deal with on a regular basis is having a variety of nutrient dense foods in the summertime that can be packaged 24 hours in advance, while also being appealing to the children's eye and palate, and being delivered in packaging that is cost effective. The way we have worked with our vendor to deal with this was to create a series of chicken based salads that are packaged in a way that retains freshness and attractiveness – the answer was to package items separately." – David Bowman, Delaware Department of Education

Example language from existing summer food contracts:

- Meals shall be prepared under properly-controlled temperatures and assembled not more than XX hours prior to delivery (most contracts use either 12 or 24 hours).
- Cold foods must be stored at temperatures under XX degrees to ensure delivery temperature in compliance with local health regulations.
- 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 that must be approved in advance of serving the meals. 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 then provide peanut butter and jelly sandwiches instead.

Example language from existing summer food contracts:

- Once a menu cycle has been determined, changes to this menu cycle may be made in xx days in advance of serving 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 in xx days in advance of serving 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 contracted 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 because meals not served are not reimbursable. New sponsors should be especially careful about overestimating and communicate frequently 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 within a specified amount hours of 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, email), 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

All foods must be delivered in compliance with local health regulations requirements. Late deliveries can be a source of great frustration for summer food sponsors. Delivery delays can occur for a variety of reasons. On the one hand, sponsors may have developed infeasible delivery schedules because of unrealistic planning. Thorough preparation prior to drafting the IFB can address this issue, especially if there are significant distances 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, such as 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. The same arrangement may be considered when other meals such as snacks or suppers are also being served that day.

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 XX minutes prior to 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 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 and records the delivery temperature of all items including meals, juices, and milk. Should the food temperatures, or number of meals differ from required temperatures or the number of meals ordered, both the driver and the 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 the 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 made in writing with a minimum of ____ days advance notice.

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 of cold foods and insulated containers for hot foods 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 XX degrees Fahrenheit to maintain compliance with most restrictive local requirement daily to outside sites that do not have refrigeration. Bidder shall provide extra ice for each ice cooler to maintain food at XX degrees Fahrenheit daily to outside sites that do not have refrigeration during extremely hot weather.
- Food must be delivered at an appropriate temperature [not to exceed most restrictive local requirements]; frozen sandwiches will not be accepted.

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. No payment for meals shall be made which the sponsor rejects for failure to 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:

- Unauthorized menu changes, incomplete meals, rejected meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications
- Delivering meals that are not unitized
- Delivering meals that are wholly or partially spoiled
- 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 in excess of the order, regardless of whether they are accepted at the site

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.

Strategy 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 awarded is also critical, although expectations and frequency for any post-award meetings should be outlined in the original solicitation. This is contract management or contract monitoring. Sponsors are required to manage/monitor contracts to ensure compliance with all contract provisions. 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 and ensure compliance with 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!

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 a good rapport and clear expectations with the vendor.

As soon as possible, but within two weeks of the bid award, the sponsor should schedule a post-bid award meeting with the vendor, which should be included as a requirement in the original solicitation. 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.

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 contained in the solicitation and contract, when included, such as:

- Only 1% or skim milk
- Whole wheat breads, rolls, buns, pastas, and grains Fresh fruits and vegetables over juice

Encouraging the Use of Local Food

The geographic preference option was authorized by Section 4302 of Public Law 110-246, the Food, Conservation, and Energy Act of 2008, which amended Section 9(j) of the Richard B. Russell National School Lunch Act allowing 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. Geographic preference is optional, but allows a sponsor to give preference when evaluating contracts for vendors who can provide local, unprocessed foods in order to help support local farmers and ensure that high quality foods are used in preparing the meals to be served. There is no single definition of what local means according to the USDA, and a sponsor or School Food Authority (SFA) can determine what they consider to be local (examples include food that is grown within the state, within 150 miles, etc.) regardless of state and local rules. However, enforcing a definition of local cannot be so restrictive that it inhibits free and open competition.

Geographic preference can be given to a wide variety of unprocessed agricultural products, including fruits, vegetables, meats, fish, poultry, dairy, grains or eggs as long as none of the products are no more than minimally processed (including cutting, portioning or freezing, but not cooking or canning (<http://www.fns.usda.gov/farmtoschool/geographic-preference-option>)). Foods can be purchased directly from a farmer, a farmer's co-op, a farmer's market, or through a traditional wholesaler upon completion of the competitive procurement process.

When including geographic preference, outline clearly how bids will be evaluated, specifically in terms of how geographic preference will be scored. For example, the bid includes ten geographic points. The bid explains that each geographic point = one cent in awarding the contract. The sponsor would be able to choose the bid that addressed all of the geographic points if there is a difference of 10 cents or less between the bid that includes local food and the one that does not. In this example, if the difference is more than 10 cents the sponsor would be required to award the bid to the vendor that did not include local produce in its bid. Additional specifications can also be included, such as a cucumber must be picked within 24 hours of delivery.

For more information on incorporating local food into your SFSP, read FRAC's [Fresh From the Farm: Using Local Foods in the Afterschool and Summer Nutrition Programs Guide](#).

Even though this report highlights IFB procurement, many of the strategies in this report are useful regardless of procedure.

- Low-fat options. For example: skim cheese as opposed to full fat cheese; low-fat oatmeal raisin cookies instead of full fat chocolate chip cookies
- Baked options: For example, baked chicken tenders instead of deep fried foods
- Good variety, as set in the menu cycle (i.e., no food items repeated within one week, except milk)

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 sogginess
- Specify that meals not in compliance with the temperature regulation (in an unrefrigerated truck or frozen) will not be accepted.

Enforce the contract

Once summer food service has begun, enforcement of nutritional quality 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 a problem occurs. The problem should be explained to the vendor and the deficiencies clearly stated as unacceptable and a correction of the problem required. In addition, the call should be documented, including the name of the individual who handled the call, the date/time of call, specific problem, required correction, and vendor response. 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 prior section for example disallowance language).

Schedule check-in meetings

Meeting expectations and frequency should be included as a requirement in the original solicitation and needs to be scheduled by the sponsor. It is recommended that frequent check-ins be arranged, either in-person or by phone, with the vendor to discuss how the summer meals are being received at the sites. Sponsors should view the original solicitation as the opportunity to plan what foods the kids particularly enjoy, and to include a provision for the point at which foods that are not being well-received will be reviewed to assist in the planning of check-in meetings throughout the summer. 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.

Successful vendor communication strategies

[Specifications of which must be included in original solicitation]:

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.
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Strategy 3: Ensuring quality through increased 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 such as a local SFA
- Consider self-prep in lieu of vending meals

"Because we run 400-500 sites every summer, we are unable to see the food on a daily basis. So we've requested that our vendor deliver two meals every day to our office. It gives us an opportunity to inspect them for quality, packaging, taste, and appeal. For example, when you open the box does the lunch look like an appealing and appetizing meal? I think it has helped a great deal to be in touch with the food and not just a printed menu. We also take pictures of it so we can have it for next year's planning. It's been a real hands on way to make sure that the quality is there and that we have a consistent standard.

In addition to being in touch with the vendor every day to discuss logistics, we gather for a weekly status call to talk about ongoing issues, patterns they've observed, etc. It has been hugely beneficial for both parties. We also schedule an annual face to face meeting with the drivers to explain to them the importance of the program for the families receiving the benefits. We also discuss the delivery issues that might cause meals to become unallowable, and what role they play to ensure complete claimable meals are delivered to the site so children can enjoy them and we can get reimbursed for them."
 – Erinn Hill, Nutritional Development Services Archdiocese of Philadelphia

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.

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 relationship.

Recruiting additional vendors

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 be able to provide the names of SFSP sponsors with successful vended meal contractors in the area.
- Think creatively about potential vendors. A vendor could be a SFA or a FSMC, but it could also be a hospital, senior service agency, or community kitchen, or local catering companies. 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.

- 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 SFA, the sponsor does not have to go through a competitive bid process.
- Consider multiple vendor awards for the meal service by including several options for bidder's to quote prices. For example, bidders may quote prices to provide breakfast only, lunch only, or both breakfast and lunch. For sponsors with a large number of sites spread over a large area, divide the sites into multiple areas and allow bidders to quote on one area, more than one, or all areas to provide meals, making the contract a more manageable size which could also increase competition.

Vendor Options

- School Food Authorities (SFAs). Many SFAs 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. An SFA can act as a vendor for both school and community-based sites. It also can sponsor SFSP for its own sites while at the same time vending meals for another sponsor.
- 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.

Section 4: Ensuring quality through legislation

In 2010, D.C.'s City Council passed the most stringent nutrition-focused legislation of any state in the country. The DC Healthy Schools Act greatly improved the nutrition standards for the meals served in D.C. Public Schools and also removed some of the financial barriers children from low-income families often face in accessing the meals. For example, breakfast is now free for all students and there is no co-payment for reduced lunch recipients. Additionally, the Act created to encourage healthy eating and physical activity in DC. Some of the nutrition standards included in the Act are:

- Serve vegetables every day, and a different type every day of the week
- Serve juice only once per week as the fruit serving
- Serve locally grown, unprocessed food whenever possible
- Serve whole grains at least once per day

"Summer program can get 10 cents extra per meal for following the guidelines in the Act, and 5 cents extra for serving local foods. Sponsors that don't strive to meet these healthy standards are missing out on additional funding" – Alex Ashbrook, D.C. Hunger Solutions

- Limit saturated fat (less than 10% of calories) and serve zero trans fat

Visit www.dchealthyschools.org to learn more about the DC Healthy Schools Act and contact Signe Anderson (sanderson@frac.org) to learn how you can advocate for such legislation in your city or town.

Conclusion

SFSP has an important role to play in combating hunger and helping to combat the current obesity epidemic. In fact, studies show that childhood obesity and hunger both increase during the summer months.^{5,6} This guide is designed to support SFSP sponsors that receive vendored 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 specific foods. 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 can help attract more low-income children to summer food sites.

⁵ 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

⁶ 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.

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