

# NSLP VENDED MEAL CONTRACT RENEWAL

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## Is this the right contract for me?

Answer the questions below. A “yes” response to the questions below indicates that this is the appropriate contract for your organization. A “no” response to any of the questions below indicates that an individual from your organization should contact your assigned education program specialist (EPS) to discuss other meal purchasing options.

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have an existing vended meal contract procured through a competitive procurement process
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have renewed my original contract fewer than 4 times
<input checked="" type="checkbox"/>	<input type="checkbox"/>	There have been no significant changes to my meal service (adding/removing meals, adding/removing buildings, adding/removing grade groups, etc.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am satisfied with the service, quality, and price that I have received over the contract period

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## PROCUREMENT REGULATIONS

National School Lunch Program procurement requirements are found in 7 CFR 210.21. The summary below addresses some key points of the regulation:

- Full requirements are documented in 2 CFR 200, subpart D; 2 CFR 400; and 2 CFR 415.
- You are bound by the provisions of any contract you enter into, whether or not that contract resulted from a proper procurement process, **but** any costs incurred under a contract that does not meet the requirements of the regulation are unallowable costs.
- The Ohio Department of Education is not a party to any contract formed pursuant to this agreement.
- If you make any changes to this prototype document, you need to submit those changes to us for approval **prior to** beginning your solicitation process.
- SFAs and Vendors are required to comply with the “Buy American” provision by purchasing agricultural commodities and food products that are produced and processed in the United States.

**Carefully read the attached instructions.** Please contact your assigned EPS or call our office toll-free at 1-800-808-6325 if you have questions or need assistance.

Procurement resources are also available on our web site at [education.ohio.gov](http://education.ohio.gov)

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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1. mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

*This institution is an equal opportunity provider.*

# VENDED MEAL RENEWAL CONTRACT

( ) (hereinafter "SFA") and (Extra Virgin Food Services) (hereinafter "Vendor") mutually agree to renew the current Food Service Contract (hereinafter "Contract") that expires on .

The Contract shall be renewed for a period of one year beginning on ( ) and ending on ( ), with the first day of food service being ( ). All terms, conditions and assurances of the Contract shall remain in full force and effect for the duration of this renewal except as amended herein.

The Contract was first completed in program year ( ). After the original bid year, the Contract can be renewed at a maximum of four one-year periods. This renewal is the ( ) year of renewal of the Contract.

Schedule A indicates the school(s) that will be provided food service under this contract.

## 1. FINANCIAL TERMS

In general, price increases should not exceed the Consumer Price Index for all Urban Consumers (CPI-U), U.S. base, for food away from home, as computed and published by the U.S. Department of Labor, for the most recent twelve-month period for which CPI data are available.

In the chart below, insert the unit price for each meal type as applicable.

	PREVIOUS CONTRACT			RENEWAL CONTRACT		
Meal	Primary	Secondary	Adults	Primary	Secondary	Adults
Breakfast						
Lunch						
After School Snack						
Extra Milk						

The price increases above (if any) are based on (basis of increase). No further increases in price will be considered for the duration of the renewal period.

## 2. ATTACHMENTS

Vendor must submit the following attachments as applicable with this Renewal Contract:

- Current food service license
- Current Food Safety Registration
- Current certification of Federal or State meat inspection or letter of exemption

## 3. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Contract as of the date indicated below. The individual signing as the authorized representative is deemed to have authorization to bind the agency to legal and binding agreements.

### SFA

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Date

### VENDOR

\_\_\_\_\_  
Signature of Authorized Representative

Julie Steingraber

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Date

# SCHEDULE A

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

Site Information for Where Food Will Be Delivered	Check Meal Type to be Vended ↓	Insert Estimated No. of Meals To Be Ordered For Each Grade Group			Directions: Indicate yes responses with an "X". If response is no, leave blank.						Meal Delivery Time
		Pre-K	K-8	9-12	Milk Delivery Included	Extra Milk Needed	Tableware or Utensils Needed	Meals Delivered Unitized	Meals Delivered Bulk		
Site Name & Address	Breakfast				X		X			X	
	Lunch				X		X			X	
	PM Snack										
Site Name & Address	Breakfast										
	Lunch										
	PM Snack										
Site Name & Address	Breakfast										
	Lunch										
	PM Snack										