



Foundation for Early Childhood Education, Inc.

CHILD DEVELOPMENT CENTERS

Excellence in Early Childhood Education and Human Services



Summary of Request for Proposal (RFP) – Bulk Meals Only

Child and Adult Care Food Program Formal Purchase Food Service Agreement

*See CPU 20 Formal Purchase Request
Solicitation & Sample Agreement*

**Release Date – May 11, 2026
Proposals Due – June 10, 2026**



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SOLICITATION OF BIDS FOR VENDED MEALS

The agency shall supply a complete Request for Proposal (RFP) to each bidder who responds to this notice.

Sealed bids will be received by FOUNDATION FOR EARLY CHILDHOOD EDUCATION, at 3450 E. Sierra Madre Blvd, Pasadena CA 91107, until **June 10, 2026**, at **12:00 pm**. Sealed Bids are to be sent to the attention of Marcie Houchen, Director. In addition, Electronic bids will be accepted at accounting@foundationheadstart.org **Late submissions will not be accepted. We reserve the right to reject any or all proposals.**

At the time and place advertised- June 10, 2026, promptly at 2:00 pm, all bids that have been duly received will be publicly opened and read aloud. The contract will be awarded to the vendor by June 16, 2026, who has met the specific requirements as contained within the RFP, and is most advantageous to the agency, with price and other factors considered.

Contract will be for the daily delivery of meals (Breakfast, Lunch and Snack) to 18 Head Start-Early Head Start & State Preschool Centers located in Los Angeles, CA. Bulk packaging for family style dining inclusive of Milk. The contract will be for a one-year term beginning 7/1/26-6/30/27. The contract may have up to (4) optional renewal years upon agreement of both parties.

All meals and snacks purchased under this contract must meet the requirements and regulations under the Child and Adult Care Food Program (CACFP) and USDA.

RFP can be obtained at www.foundationheadstart.org

Any questions regarding this proposed contract may be referred to:
Cindy Nishi, Assistant Director at (626) 572-5107 ext. 758



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I. Background

Foundation for Early Childhood Education (FFECE) is a 501(c)(3) private nonprofit organization that serves the community of Los Angeles with high quality early childhood and family services, by operating Head Start-Early Head Start and State Preschool programs. Our funding is government funded by grants, directly from CA Department of Education and indirectly from the Office of Head Start to the Los Angeles County Office of Education (LACOE). *the Los Angeles County* in CA. We are governed by a volunteer Board of Directors (BOD).

We operate multiple sites and are seeking a qualified food service vendor to provide reliable, high-quality bulk meal services for enrolled children. The selected vendor will prepare and deliver meals in compliance with the Child and Adult Care Food Program (CACFP). We value consistency, compliance, and strong communication in supporting our program needs.

II. Proposal Requirement

1. Inquiries and Questions

For any questions, please email Cindy Nishi, Assistant Director at (626) 572-5107 ext. 758 / c_nishi@foundationheadstart.org.

2. Insurance Requirements

The successful vendor shall not commence work under this engagement until all the insurance requirements have been obtained and certificates of insurance are on file. The successful vendor shall provide and maintain for the duration of this contract the following minimum coverage:

- Commercial General Liability Insurance: minimum \$1,000,000 per occurrence and \$2,000,000 aggregate
- Automobile Liability Insurance: minimum \$1,000,000 per occurrence and \$2,000,000 aggregate
- Worker's Compensation Insurance: \$1,000,000 each accident, \$1,000,000 per policy limit and \$1,000,000 each employee

3. Submission of Proposal

Proposals must include, but not be limited to, the following completed and signed forms / certifications:

- Debarment and Suspension
- Lobbying Certification
- Drug-Free Workplace Certification
- Equal Employment Opportunity



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All required forms are enclosed and must be submitted with authorized signatures as part of the proposal package.

Proposals must be received by the deadline date and time listed on the cover of this Seal Bids. Any proposals received after the deadline will not be accepted.

Proposals may be mailed or hand-delivered or sent to via email

It is the applicant's responsibility to submit and ensure delivery, prior to the due date

Attention: Accounting
Foundation for Early Childhood Education
Address: 3450 East Sierra Madre Boulevard
Pasadena, CA 91107
Email: Accounting@foundationheadstart.org

4. Schedule of Events (Key Action Dates)

Prospective Vendors are hereby advised of the following Schedule of Events (Key Action Dates) as it relates to the Agency's solicitation and sample agreement. Prospective vendors must adhere to the Seal Bids timeline as specified below. Please note, the Agency may modify any part of the Seal Bids prior to the date fixed for submission of proposals by the issuance of an Addendum to the original location of the Seal Bids.

Date	Action
5/11 – 5/28/2026	Public Notice of RFP
6/03/2026	Questions from prospective vendors must be received by 4:30 p.m.
6/05/2026	Answers from Agency will be provided to prospective vendors by 4:30 p.m.
6/10/2026	Proposals must be received by 12 p.m.
6/10/2026	Public Opening of Bids 2 p.m.
6/16/2026	Notification of selected Vendor

5. Scope of Work

The scope of work for this solicitation is enclosed.

III. Evaluation and Award

The agency staff shall evaluate each proposal to determine how responsive the firm is to the specific requirements contained in this Seal Bids. Each proposal will be examined for the presence of required information as specified in the submission requirements of this Seal Bids. The submission requirements are mandatory and failure to fully comply may be deemed grounds for automatic rejection. Award, if made, will be to the responsible Vendor whose proposal is most advantageous to the Agency, with price and other factors considered. Each prospective vendor will be evaluated on the following factors:

Evaluation Criteria	Maximum Points	Scoring Matrix	
Administrative Requirements; did the respondent include all required information in accordance with the solicitation instructions and requirement?	10 Points (pts)	Yes	10 pts
		No	0 pts
Experience with the Child and Adult Care Food Program (CACFP)	10 Points (pts)	Yes	10 pts
		No	0 pts
Does the respondent demonstrate a complete understanding of the agency's food service program and its service requirements, as described in the solicitation and do they demonstrate the ability to perform those services to the agency's satisfaction?	20 Points (pts)	Yes	20 pts
		No	0 pts
The financial stability of the respondent.	15 Points (pts)	Yes	15 pts
		No	0 pts
Corporate capability and experience as measured by years in the food service management industry.	10 Points (pts)	9+ years	10 pts
		7-8 years	8 pts
		5-6 years	6 pts
		3-4 years	4 pts
		Less than 3 years	0 pts
Corporate capability and experience as measured by current number of California SFA's served	10 Points (pts)	20 +	10 pts
		15-19	8 pts
		10-14	6 pts
		5-9	4 pts
		Less than 5	2 pts
Cost (the total anticipated contract value)	25 Points (pts)	Lowest	25 pts
		2 nd Lowest	20 pts
		3 rd Lowest	15 pts
		4 th Lowest	10 pts
		5 th Lowest	5 pts
Total Points Possible	100 Points	Total Points Assesed: 100	



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Enclosed:

- 1) Solicitation (Scope of Work)***
- 2) Sample contract if selected***
- 3) Debarment and Suspension***
- 4) Lobbying Certification***
- 5) Drug-Free Workplace Certification***
- 6) Equal Employment Opportunity***
- 7) Delivery Sites***
- 8) Sample Menu***

Child and Adult Care Food Program
Formal Purchase Food Service Agreement
Request for Proposal (RFP) – Unitized Meals Only



Solicitation and Sample Agreement

Presented by:

Agency Name: Foundation for Early Childhood Education

Solicitation (Scope of Work)
 2 CFR 200.319(d)(1)(2)

1. The Vendor will provide the following prepared meals [select all that apply]:
 Breakfast Lunch Supper Snack
2. The Vendor will provide milk for each of the prepared meals [select all that apply]:
 Breakfast Lunch Supper Snack
3. The meals, including snacks, will be [select one option]:
 Delivered by the Vendor Picked up by the Agency
4. The agreed upon delivery schedule is as follows [select all that apply]:
 Monday Tuesday Wednesday Thursday Friday Saturday Sunday
5. The agreed upon time of delivery is as follows [select all that apply]:
 Morning Afternoon Evening
6. The delivery time agreed upon by both parties is between the hours of [insert the delivery window timeframe]: 8:00 am and 9:30 am
7. The number of delivery sites, agreed upon by both parties, is [enter the number of delivery sites]:
 18.
 . Note: Specify the delivery site details, address, city, state, zip, and delivery dates and times, agreed upon by both parties, in the space provided under the section titled *Delivery Site Details*.
8. Proper containers to maintain the required temperatures of food and milk, while in transit, will be provided by [select one option]:
 The Vendor The Agency
9. Meal substitutions for program participants with disabilities or dietary restrictions will be provided by [select one option]:
 The Vendor The Agency
10. The number of meals and cost of each meal, to be supplied per this agreement, will be as follows:

Meal Type	Estimated Servings Per Day*	Estimated Number of Serving Day	Unit Price Per Meal (Proposed by Vendor)	Total Price (Proposed by Vendor)
Breakfast	462	198	\$ each	\$
AM Snack			\$ each	\$
Lunch	462	198	\$ each	\$
PM Snack	462	198	\$ each	\$
Supper			\$ each	\$
Evening Snack			\$ each	\$

*The Agency may adjust the number of meals per the details provided in Item No. 11

11. The Vendor agrees to allow the Agency to adjust the number of meals each [select a frequency]:
 Daily Weekly Monthly
12. As noted above, in Item 10, the adjustment to the number of meals must be submitted by the Agency to the Vendor in the following format [select one option]: By Phone By Email By Fax

13. The Vendor agrees that the Agency is not required or expected to pay the Vendor for meals that are delivered outside of the agreed upon delivery time [select one option]:
 Yes No
14. The Vendor agrees that the Agency is not required or expected to pay the Vendor for meals that do not meet the sanitation and safety requirements at the time of delivery [select one option]:
 Yes No
15. The Vendor agrees that the Agency is not required or expected to pay the Vendor for meals that do not meet the CACFP meal requirements [select one option]:
 Yes No
16. The Vendor agrees, in carrying out the provisions of this agreement, they will provide a detailed invoice (for each billing cycle) that details the total number of meals and snack, by meal type, with the price per meal, total charges, and any taxes or additional fees assessed at the time of invoice [select one option]:
 Yes No
17. The Vendor agrees to provide temperature logs to the Agency [select one option]:
 Yes No
18. The Vendor agrees to serve meals and snacks that meet the CACFP Meal Pattern requirements as specified in 7 CFR, sections 226.20(a) through 226.20(c), as applicable, **and** must always meet the current regulations (including any changes or updates to the meal pattern requirements over the course of the contract) [select one option]:
 Yes No
19. The Vendor understands that the Agency is unable to use federal funds to cover the cost of the meals that do not meet the federal requirements [select one option]:
 Yes No
20. The Vendor agrees to sign and return the following certifications: Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Equal Employment, Drug-Free Workplace Requirements, and any other required certifications (if applicable) [select one option]:
 Yes No
21. The Vendor agrees to submit a proposed 21-Day Cycle Menu (please refer to the Sample 21-Day Cycle Menu provided on Page See Attached by the Agency) [select one option]:
 Yes No

22. Please specify all delivery sites, delivery location details, and delivery time details

	Name of Entity	Address	City	Day	Time	Window
1	SEE ATTACHED LIST				<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
2					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
3					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
4					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
5					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
6					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
7					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
8					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
9					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
10					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	

23. Any additional requirements agreed upon between the Agency and the Vendor must be notated below at the time of this agreement [enter the specific details or enter N/A]:

- Provide invoice that splits up children's meals and adult meals
- Provide daily transportation record with the delivery of the meals
- Breakfast to be delivered the day before with the Lunch and the snack.
- Provide 24 hour notification of a substitution
-

Schedule of Events (Key Action Dates)

Prospective Vendors are hereby advised of the following Schedule of Events (Key Action Dates) as it relates to the Agency's solicitation and sample agreement. Prospective Vendors must adhere to the Request for Proposal (RFP) timeline as specified below. Please note, the Agency may modify any part of the RFP prior to the date fixed for submission of proposals by the issuance of an Addendum to the original location of the Request for Proposal.

Date	Action
5/11/26-5/28/26	Public Notice – Request for Proposal
6/3/26	Questions from prospective vendors must be received by 4:30 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.
6/5/26	Answers from Agency will be provided to prospective vendors by 4:30 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.
6/10/26	Proposals must be received by 12:00 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.
6/16/26	Notification of selected Vendor

Term of Agreement

The term of the Agreement will be for a one-year period beginning July 1, 2026 through June 30, 2027 and may have up to four (4) optional renewal years upon agreement by both parties. The Agreement may not exceed \$660,000 over the entire term of the agreement. The effective date is either the proposed award date or the date of approval of the Agreement by the Agency, whichever is later. Work shall not commence until the effective date.

Evaluation and Award

The agency staff shall evaluate each proposal to determine how responsive the firm is to the specific requirements contained in this RFP. Each proposal will be examined for the presence of required information as specified in the submission requirements of this RFP. The submission requirements are mandatory and failure to fully comply may be deemed grounds for automatic rejection. Award, if made, will be to the responsible Vendor whose proposal is most advantageous to the Agency, with price and other factors considered. Each prospective vendor will be evaluated on the following factors:

Evaluation Criteria	Maximum Points	Scoring Matrix	
Administrative Requirements: did the respondent include all required information in accordance with the solicitation instructions and requirements?	10 points (pts)	Yes	10 pts
		No	0 pts
Experience with the Child and Adult Care Food Program (CACFP)	10 points (pts)	Yes	10 pts
		No	0 pts
Does the respondent demonstrate a complete understanding of the agency's food service program and its service requirements, as described in the solicitation, and do they demonstrate the ability to perform those services to the agency's satisfaction?	20 points (pts)	Yes	20 pts
		No	0 pts
The financial stability of the respondent.	15 points (pts)	Yes	15 pts
		No	0 pts
Corporate capability and experience as measured by years in the food service management industry.	10 points (pts)	9+ years	10 pts
		7-8 years	8 pts
		5-6 years	6 pts
		3-4 years	4 pts
		Less than 3 years	2 pts
Corporate capability and experience as measured by current number of California SFA's served.	10 points (pts)	20 +	10 pts
		15—19	8 pts
		10—14	6 pts
		5—9	4 pts
		Less than 5	2 pts
Cost (the total anticipated contract value)	25 points (pts)	Lowest	25 pts
		2 nd Lowest	20 pts
		3 rd Lowest	15 pts
		4 th Lowest	10 pts
		5 th Lowest	5 pts
Total Points Possible	100 points	Total Points Assessed:	

Sample 21-Day Cycle Menu (The Agency is providing a *Sample* 21-Day Cycle Menu – please see below)

Monday	Tuesday	Wednesday	Thursday	Friday
SEE ATTACHED				

Meal Pattern Requirements

The meal pattern requirements may change over the course of the contract and the vendor is obligated to provide meals and snacks that always meet the current regulations.

7 CFR 226.20(a): Requirements for meal – Food components

7 CFR 226.20(b): Requirements for meal – Infant meals

7 CFR 226.20(c): Requirements for meal – Meal patterns for children age 1 through 18 and adult participants

Submission of Proposals

1. Proposals should provide straightforward and concise descriptions of the proposing firm's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
2. All documents contained in the original proposal package shall have original signatures and must be signed by a person who is authorized to bind the proposing firm.
3. A non-responsive proposal is one that does not meet the basic proposal requirements.
4. Proposals shall be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
5. The agency reserves the right to reject all proposals. The agency is not required to award an agreement.
6. Before submitting proposals to this solicitation, proposers should review such response, correct all errors, and confirm compliance with the RFP requirements.
7. The agency may reject any and all overly responsive proposal(s) and may waive any immaterial deviation in a proposal. The agency's waiver of an immaterial deviation shall in no way modify the proposal document nor excuse the proposer from full compliance with all requirements if awarded the Contract.
8. No oral understanding or agreement shall be binding upon either party.

Award and Protest

If any proposing firm, prior to the award of the Contract(s), files a protest with Foundation for Early Childhood Education [insert Agency name] and the, on the grounds that the (protesting) firm would have been awarded a Contract had Foundation for Early Childhood Education [insert Agency Name] correctly applied the evaluation standard in the RFP, or had Foundation for Early Childhood Education [insert Agency Name] followed the evaluation and scoring methods in the RFP, the Contract(s) shall not be awarded until either the protest has been withdrawn or the Department of Social Services [or CACFPB] has decided the matter. It is suggested that the firm submit any protest by certified or registered mail.

Within five (5) working days after filing the initial protest, the protesting firm shall file with the Foundation for Early Childhood Education [insert Agency Name] a full and complete written statement specifying the grounds for the protest. It is suggested that the firm submit this complete written statement by certified or registered mail.

The Americans with Disability Act Amendments Act of 2008

The American with Disability Act (ADA) Amendments Act (ADAAA) of 2008 was signed into law in September 2008 and became effective on January 1, 2009. The detailed guidance is referenced in Public Law, Sections 110-325, ADAAA.

Title II of the Americans with Disabilities Act of 1990 and the ADAAA prohibits discrimination based on disability by state and local governments. The ADA and Section 504 of the Rehabilitation Act of 1973 address issues pertaining to both physical access and program access.

Per the U.S. Department of Agriculture (USDA) Policy Memo, CACFP 14-2017: Modifications to Accommodate Disabilities in the Child and Adult Care Food Program; program operators must ensure that breakfast, lunch, snack, or milk (meals) offered through the CACFP meet the respective meal pattern requirements established in the program regulations. Federal law and USDA regulations further require program operators to make reasonable modifications to accommodate participants with disability, which includes providing special meals, at no extra charge, to participants with a disability that restricts the participant's diet.

Program operators must accommodate meal modifications within the Child Nutrition Programs (CNP). The program operator (agency) will notify the vendor, of any meal modification(s) necessary within their CNP, at least 48 hours hours/days (e.g., 48 hours) prior to the delivery of the meal **or** when the agency receives notification of the required meal modification(s).

Nondiscrimination Statement

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 (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

- (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
- (3) E-mail: program.intake@usda.gov

This institution is an equal opportunity provider.

Assurance of Civil Rights Compliance

The Vendor and Agency hereby agree that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program Applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Vendor and Agency agree to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the

Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Vendor and Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Vendor and Agency.

Authorization Agreement

We, [insert name of prospective vendor], by our signature on this document certify the following:

1. We will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. The terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have carefully examined all terms and conditions set forth in the RFP issued by Foundation for Early Childhood Education [insert Agency name].
5. That we have made examinations and verifications and are fully conversant with all conditions under which services are to be performed for Foundation for Early Childhood Education [insert Agency name].
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

Vendor Name:

Address:

City: State: Zip:

Email Address:

Web Site Address:

Name of Authorized Representative:

Title of Authorized Representative:

Signature of Authorized Representative:

Date Signed:

Child and Adult Care Food Program
Formal Purchase Food Service Agreement
Request for Proposal (RFP) – Unitized Meals Only



Sample Agreement*

Presented by:

Agency Name: Foundation for Early Childhood Education

**After selection and award of a vendor, the following sample agreement will be completed by the Agency and signed by both parties.*

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT OR PURCHASE ORDER NUMBER	AGENCY CNIPS ID
	04534
PROGRAM YEAR	
26-27	

1. This Agreement is entered into between the Agency (program operator) and Vendor named below:

AGENCY'S NAME (PROGRAM OPERATOR)

Foundation for Early Childhood Education

VENDOR NAME (AWARDED VENDOR)

2. The initial term (base year) of this Agreement is (must include month/date/year):
 07 01, 2026 through 06 30, 2027

3. The maximum amount of this Agreement is (must include maximum amount to this Agreement in dollars and cents): \$ 660,000.00

Both parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this agreement: CPU 20 – Formal Purchase Food Service Agreement (Request for Proposal - Unitized Meals Only)

Exhibits	Title	# of Pages	Included
Exhibit A	Scope of Work	Page(s)	<input checked="" type="checkbox"/>
Exhibit B	General Terms and Conditions	Page(s)	<input checked="" type="checkbox"/>
Exhibit C	Cost Per Meal Table	Page(s)	<input checked="" type="checkbox"/>
Exhibit D	Certifications (if applicable)	Page(s)	<input checked="" type="checkbox"/>
Exhibit E	21-Day Cycle Menu from Vendor	Page(s)	<input checked="" type="checkbox"/>
Exhibit F	Nondiscrimination Statement	Page(s)	<input checked="" type="checkbox"/>
Exhibit G	Assurance of Civil Rights Compliance	Page(s)	<input checked="" type="checkbox"/>

**If any additional documents were included in this agreement, they must be notated (attach an additional page if necessary).*

In witness whereof, this Agreement has been executed by the parties hereto. The Agency's solicitation and Vendor's proposal (response) are incorporated by reference and made a part of this Agreement.

Important: This Agreement is not effective until fully executed (signed by both parties with signature dates). The effective date of this Agreement must be on or after the executed signature dates (by both parties).



VENDOR	
VENDOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING (If other than an individual, state whether a corporation, partnership, etc.)	
ADDRESS	
AGENCY (Program Operator)	
AGENCY'S NAME (Program Operator) Foundation for Early Childhood Education	
BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING (If other than an individual, state whether a corporation, partnership, etc.) Marcie Houchen, Executive Director	
ADDRESS 3450 E. Sierra Madre Blvd. Pasadena CA 91107	

Exhibit A (Scope of Work)
 2 CFR 200.319(d)(1)(2)

Point of Contacts

Agency Name: Foundation for Early Childhood Education	Vendor Name:
Program Operator Contact: Cindy Nishi	Authorized Representative:
Address: 3450 E. Sierra Madre Blvd.	Address:
Phone: 626-572-5107	Phone:
Fax:	Fax:
Email: c_nishi@foundationheadstart.org	Email:

Term of Agreement

The term of the Agreement will be for a one-year period beginning 7/1/26 through 6/30/27 and may have up to four (4) optional renewal years upon agreement by both parties. The Agreement may not exceed \$660,000 over the entire term of the agreement. The effective date is either the proposed award date or the date of approval of the Agreement by the Agency, whichever is later. Work shall not commence until the effective date.

1. The Vendor will provide the following prepared meals [select all that apply]:
 Breakfast Lunch Supper Snack
2. The Vendor will provide milk for each of the prepared meals [select all that apply]:
 Breakfast Lunch Supper Snack
3. The meals, including snacks, will be [select one option]:
 Delivered by the Vendor Picked up by the Agency
4. The agreed upon delivery schedule is as follows [select all that apply]:
 Monday Tuesday Wednesday Thursday Friday Saturday Sunday
5. The agreed upon time of delivery is as follows [select all that apply]:
 Morning Afternoon Evening
6. The delivery time agreed upon by both parties is between the hours of [insert the delivery window timeframe]: 8:00 am and 9:30am
7. The number of delivery sites, agreed upon by both parties, is [enter the number of delivery sites]:
 18. Note: Specify the delivery site details, address, city, state, zip, and delivery dates and times, agreed upon by both parties, in the space provided under the section titled *Delivery Site Details*.
8. Proper containers to maintain the required temperatures of food and milk, while in transit, will be provided by [select one option]:
 The Vendor The Agency
9. Meal substitutions for program participants with disabilities or dietary restrictions will be provided by [select one option]:
 The Vendor The Agency

10. The number of meals and cost of each meal, to be supplied per this agreement, will be as follows:

Meal Type	Estimated Servings Per Day*	Estimated Number of Serving Day	Unit Price Per Meal (Proposed by Vendor)	Total Price (Proposed by Vendor)
Breakfast	462	198	\$ each	\$
AM Snack			\$ each	\$
Lunch	462	198	\$ each	\$
PM Snack	462	198	\$ each	\$
Supper			\$ each	\$
Evening Snack			\$ each	\$

*The Agency may adjust the number of meals per the details provided in Item No. 11

11. The Vendor agrees to allow the Agency to adjust the number of meals each [select a frequency]:
 Daily Weekly Monthly
12. As noted above, in Item 10, the adjustment to the number of meals must be submitted by the Agency to the Vendor in the following format [select one option]:
 By Phone By Email By Fax
13. The Vendor agrees that the Agency is not required or expected to pay the Vendor for meals that are delivered outside of the agreed upon delivery time [select one option]:
 Yes No
14. The Vendor agrees that the Agency is not required or expected to pay the Vendor for meals that do not meet the sanitation and safety requirements at the time of delivery [select one option]:
 Yes No
15. The Vendor agrees that the Agency is not required or expected to pay the Vendor for meals that do not meet the CACFP meal requirements [select one option]:
 Yes No
16. The Vendor agrees, in carrying out the provisions of this agreement, they will provide a detailed invoice (for each billing cycle) that details the total number of meals and snack, by meal type, with the price per meal, total charges, and any taxes or additional fees assessed at the time of invoice [select one option]:
 Yes No
17. The Vendor agrees to provide temperature logs to the Agency [select one option]:
 Yes No
18. The Vendor agrees to serve meals and snacks that meet the CACFP Meal Pattern requirements as specified in 7 CFR, sections 226.20(a) through 226.20(c), as applicable, **and** must always meet the current regulations (including any changes or updates to the meal pattern requirements over the course of the contract) [select one option]:
 Yes No
19. The Vendor understands that the Agency is unable to use federal funds to cover the cost of the meals that do not meet the federal requirements [select one option]:
 Yes No

20. The vendor agrees to sign and return the following certifications: Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Equal Employment, Drug-Free Workplace Requirements, and any other required certifications (if applicable) [select one option]:

Yes No

21. The Vendor agrees to submit a proposed 21-Day Cycle Menu (please refer to the Sample 21-Day Cycle Menu provided in the Solicitation, on Page See attached by the Agency) [select one option]:

Yes No

22. Please specify all delivery sites, delivery location details, and delivery time details:

	Name of Entity	Address	City	Day	Time	Window
1	SEE ATTACHED LIST				<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
2					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
3					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
4					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
5					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
6					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
7					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
8					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
9					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	
10					<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening	

23. Any additional requirements agreed upon between the Agency and the Vendor must be notated below at the time of this agreement [enter the specific details or enter N/A]:

- Provide invoice that splits up children's meals and adult meals
- Provide daily transportation record with the delivery of the meals
- Breakfast to be delivered the day before with the Lunch and the snack
- Provide 24 hours notification for any substitution
-

Mid-Contract Price Changes

The Vendor agrees to consult with the Agency regarding any unexpected or unforeseen circumstances that may result in a modification to the originally agreed upon cost per meal (for fixed-price contracts only) contract at the time of execution (base year or optional renewal years).

Should it become necessary to implement a price adjustment, the Vendor agrees to support the action by an appropriate standard or cost index (e.g., Consumer Price Index).

The Vendor agrees to provide the proposed modification and supporting documentation in writing, to the Agency, with an appropriate response time of at least 30-day notice with a 2 week response time (e.g., a 30-day notice with a 2-week review and response time).

The Vendor acknowledges that any proposed modification may be accepted or denied at the sole discretion of the Agency, the Vendor is not authorized to implement any proposed modification without the acceptance and approval by the Agency.

Cost Price Index

The contract price may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home insert one CPI regional index: Los Angeles, West Region, San Francisco or San Diego (CPI)].

The Los Angeles regional index for March of 2026 (Agency to insert Month/Year) CPI value will be used as a representation of the change in CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the Agency. CPI Fee increases for the upcoming Contract renewal year must be submitted to the Agency. Of note, the CPI fee increases should be applied to individual meal or unit costs.

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the Agency to rebid the Contract.

Exhibit B General Terms and Conditions

General:

- The Agency and Vendor agree to operate in accordance with the Child and Adult Care Food Program (CACFP) regulations set forth in Title 7, Code of Federal Regulations (7 CFR), Part 226.
- The Agency will monitor for compliance with the terms of this agreement, including the review of the Vendor's meal documentation, as specified above, to assure that the provided meals meet the CACFP meal pattern requirements prior to submitting the request for CACFP meal reimbursements in the Child Nutrition Information and Payment System (CNIPS).
- The Agency agrees to pay for the number of meals ordered for the amount specified within this agreement, unless otherwise negotiated and agreed upon with the Vendor. The Agency agrees that any adjustments to the number of meals ordered must be communicated to the vendor within the agreed upon timeframe, as specified in this agreement.
- The Agency will notify the vendor, of any meal modification(s) necessary within their CNP, at least 48 hours hours/days (e.g., 48 hours) prior to the delivery of the meal **or** when the agency receives notification of the required meal modification(s). [ADA Amendments Act of 2008]
- The Agency shall provide the food service management company with a list of the State agency approved child care centers, day care homes, adult day care centers, and outside-school-hours care centers to be furnished meals by the food service management company, and the number of meals, by type, to be delivered to each location; 7 CFR 226.6(i)(1).
- The Vendor shall maintain such records (supported by invoices, receipts or other evidence) as the institution will need to meet its responsibilities under this part, and shall promptly submit invoices and delivery reports to the institution no less frequently than monthly; 7 CFR 226.6(i)(2).
- The Vendor shall have Federal, State or local health certification for the plant in which it proposes to prepare meals for use in the Program, and it shall ensure that health and sanitation requirements are met at all times. In addition, the State agency may require the food service management company to provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared. These bacteria levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the institution and to the State agency; 7 CFR 226.6(i)(3).
- The meals served under the contract shall conform to the cycle menus upon which the bid was based, and to menu changes agreed upon by the institution and food service management company; 7 CFR 226.6(i)(4).
- The books and records of the food service management company pertaining to the institution's food service operation shall be available for inspection and audit by representatives of the State agency, of the Department, and of the U.S. General Accounting Office at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by the State agency or the Department remains unresolved, until such time as the audit is resolved; 7 CFR 226.6(i)(5).
- The Vendor shall operate in accordance with current Program regulations; 7 CFR 226.6(i)(6).

- The Vendor shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract; 7 CFR 226.6(i)(7).
- Meals shall be delivered in accordance with a delivery schedule prescribed in the contract; 7 CFR 226.6(i)(8).
- Increases and decreases in the number of meal orders may be made by the institution, as needed, within a prior notice period mutually agreed upon in the contract; 7 CFR 226.6(i)(9).
- All meals served under the Program shall meet the requirements of 7 CFR 226.20; 7 CFR 226.6(i)(10).
- All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the State agency determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the State agency may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the State agency has evidence which indicates that this requirement is necessary to ensure compliance with 7 CFR 226.20. 7 CFR 226.6(i)(11).
- The Vendor agrees that it may not subcontract for the total meal, with or without milk, or for the assembly of the meal. 7 CFR 226.21(e).
- The Vendor agrees to ensure their food preparation facility is adequate to prepare the required and agreed on number of meals and snacks.
- The Vendor agrees to adhere to all federal, state, and local health and sanitation and certification requirements (the Vendor will provide a copy of such certifications upon request by the Agency).
- The Vendor agrees that it will make any and all modifications according to the ADAAA of 2008.
- The Vendor agrees to provide meals and snacks in accordance with the current CACFP Meal Pattern; 7 CFR 226.20.
- The Vendor agrees to provide all requested documentation to the Agency, prior to or at the time of the scheduled delivery or pick-ups, including but not limited to the following:
 - Dated menus for all meals/snacks. The menus must specify each food item that meets the meal pattern requirements, type of milk, foods that are whole grain or whole grain-rich, names of breakfast cereals, etc.
 - Documents that include the number of meals provided and delivered, specific foods provided to meet all required meal pattern requirements, serving size information for each food item, and the total quantities of all foods (optional unless requested by the Agency).
 - Product information detailing the packaging, nutrition facts label, and ingredients for items (if served) such as breakfast cereal, tofu, yogurt, whole grain or whole grain-rich foods, tofu, etc.
 - Product information for combination foods that contain more than one food component (e.g., meat and grain), child nutrition labels or product formulation statements for commercially prepared items (e.g., chicken nuggets, fish sticks, ravioli, meatballs, etc.), and standardized recipes for in-house prepared dishes (e.g., chicken noodle casserole).

Termination [2 CFR Appendix II to Part 200]:

- The Agreement may be terminated without cause by the Agency upon written notice to the Vendor, thirty days (30 days) prior to the date of termination.
- The Agency may terminate this Agreement should the Vendor fail to perform the requirements of this Agreement at the time and in the manner herein provided.
- Upon termination of the Agreement prior to the end of the contract period, the Agency will pay Vendor for all meals and snacks provided up to the effective date of termination. The Vendor shall submit all required documentation and other information.

Contract Management [7 CFR 226.22(I)] and [2 CFR 200.318(i)]:

- Agency shall maintain a contract administration system ensuring that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- The Agency must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Compliance [7 CFR 226.22(I)] and 2 CFR Appendix II to Part 200:

- Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts awarded in excess of \$10,000 by institutions and their contractors shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR part 60). 7 CFR 226.22(I)(3).
- For Agreements over \$100,000, Vendor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1837(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Vendor shall report any violations to FNS and to the U.S. EPA Assistant Administrator for Enforcement (EN-329). 7 CFR 226.22(I)(6).
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. 2 CFR Appendix II to Part 200.
- Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory

authority other than Executive Order 12549. 2 CFR Appendix II to Part 200.

- Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy efficiency conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163). 7 CFR 226.22(I)(7).

Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.
2. Force majeure does not include any of the following occurrences:
 - Late delivery of meals caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 - Late performance by a Vendor unless the delay arises out of a force majeure occurrence.
 - Inability of either the Vendor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following workday or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand, sent by postal mail with a certified return receipt requested, or sent electronically and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall not extend the total contract period beyond one year.
4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

The Americans with Disability Act Amendments Act of 2008

The American with Disability Act (ADA) Amendments Act (ADAAA) of 2008 was signed into law in September 2008 and became effective on January 1, 2009. The detailed guidance is referenced in Public Law, Sections 110-325, ADAAA. Title II of the Americans with Disabilities Act of 1990 and the ADAAA prohibits discrimination based on disability by state and local governments. The ADA and Section 504 of the Rehabilitation Act of 1973 address issues pertaining to both physical access and program access.

Per the U.S. Department of Agriculture (USDA) Policy Memo, CACFP 14-2017: Modifications to Accommodate Disabilities in the Child and Adult Care Food Program; program operators must ensure that breakfast, lunch, snack, or milk (meals) offered through the CACFP meet the respective meal pattern requirements established in the program regulations. Federal law and USDA regulations further require program operators to make reasonable modifications to accommodate participants with disability, which includes providing special meals, at no extra charge, to participants with a disability that restricts the participant's diet.

Program operators must accommodate meal modifications within the Child Nutrition Programs (CNP). The program operator (agency) will notify the vendor, of any meal modification(s) necessary within their CNP, at least 48 hours hours/days (e.g., 48 hours) prior to the delivery of the meal **or** when the agency receives notification of the required meal modification(s).

**Exhibit C
 Cost Per Meal Table**

The number of meals and cost of each meal, to be supplied per this agreement, will be as follows:

Meal Type	Servings Per Day*	Number of Serving Days	Unit Price Per Meal	Total Price
Breakfast	462	198	\$ each	\$
AM Snack			\$ each	\$
Lunch	462	198	\$ each	\$
PM Snack	462	198	\$ each	\$
Supper			\$ each	\$
Evening Snack			\$ each	\$
Grand Total				\$

*The Agency may adjust the number of meals per the details provided in the Cost Per Meal table.

Exhibit D
Certifications

(Attach all certificates that are necessary for the contract, if applicable)

Exhibit F Nondiscrimination Statement

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 (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

- (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
- (3) E-mail: program.intake@usda.gov

This institution is an equal opportunity provider.

Exhibit G Assurance of Civil Rights Compliance

The Vendor and Agency hereby agree that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program Applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Vendor and Agency agree to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to

ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the

Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Vendor and Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Vendor and Agency.

Debarment and Suspension

The Debarment and Suspension certification regarding Debarment, Suspension, and Other Responsibility Matters is required for all contracts per the conditions required by federal law or the U.S. Department of Agriculture (USDA).

Per the guidance set forth and required by Executive Order 12549, Debarment and Suspension, and 2 CFR Part 180, for participants or respondents in primary covered transactions:

The participant or respondent certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$10,000 for which the liability remains unsatisfied.
- E. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the participant or respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Certification

The Authorized Representative, in signing this document, certifies that he/she has read this Certification and the Vendor is in compliance with all terms and conditions required for certification.

VENDOR NAME	PHONE NUMBER
PRINT NAME OF AUTHORIZED REPRESENTATIVE	TITLE
SIGNATURE	DATE

Lobbying Certification

The certification regarding Lobbying is required, for all contracts that exceed \$100,000, per the conditions required by federal law or the U.S. Department of Agriculture (USDA).

Per the guidance set forth and required by Section 1352, Title 31, U.S. Code: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

Where the participant or respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Certification

The Authorized Representative, in signing this document, certifies that he/she has read this Certification and is in compliance with all terms and conditions required for certification.

VENDOR NAME	PHONE NUMBER
PRINT NAME OF AUTHORIZED REPRESENTATIVE	TITLE
SIGNATURE	DATE

Drug-Free Workplace Certification

The Drug-Free Workplace Certification is required for all contracts per the conditions required by federal law or the U.S. Department of Agriculture (USDA).

Drug-Free Workplace (Grantees Other Than Individuals)

Per the guidance set forth in the Drug-Free Workplace Act of 1988 and Title 2, Code of Federal Regulations (CFR) Part 182, and as implemented in 2 CFR Part 421 as provided in 2 CFR, Part 421, Section 421.20

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition
 2. Establishing an on-going drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace
 - b. The grantee's policy of maintaining a drug-free workplace
 - c. Any available drug counseling, rehabilitation, and employee assistance programs
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A.1):
 4. Notifying the employee in the statement required by paragraph (A.1) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction
 5. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (A.4.b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
 6. Taking one of the following actions, as to any employee who is convicted, within 30 calendar days after receiving notice under subparagraph (A.4.b) from an employee or otherwise receiving actual notice of such conviction:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant. Grantee must ensure all such site(s) are identified:

Place of Performance (Street Address, City, County, State, Zip Code).

Check if there are workplaces on file that are not identified here.

Drug-Free Workplace (Grantees Who Are Individuals)

As required by the Drug-Free Workplace Act of 1988 and 2 CFR Part 182, and as implemented in 2 CFR Part 421 as provided in 2 CFR Part 421.30:

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U. S. Department of Education, 400 Maryland Avenue, S. W. (Room 3124, GSA Regional Office Building No. 3), Washington, D.C. 20202-4571. Notice shall include the identification number(s) of each affected grant.

Certification

The Authorized Representative, in signing this document, certifies that he/she has read this Certification and is in compliance with all terms and conditions required for certification.

VENDOR NAME	PHONE NUMBER
PRINT NAME OF AUTHORIZED REPRESENTATIVE	TITLE
SIGNATURE	DATE

Equal Employment Opportunity

The Equal Employment Opportunity certification is required for all contracts in excess of \$10,000 per the conditions required by federal law or the U.S. Department of Agriculture (USDA).

Per the guidance set forth in Title 41, Code of Federal Regulations, Section 60-1.4:

Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of Executive Order 11246 in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Certification

We, the Vendor, [insert the company name], have read the equal employment opportunity requirements specified above.

We agree to provide equal employment opportunities while prohibiting discrimination and harassment of any type without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, or any other characteristic protected by federal, state, or local laws.

We understand that this requirement applies to all terms and conditions of employment, which include recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

We understand and agree with the requirement to develop procedures to ensure this policy is understood and carried out by managerial, administrative, and supervisory personnel.

The Authorized Representative, in signing this document, certifies that he/she has read this Certification and the Vendor is in compliance with all terms and conditions required for certification.

VENDOR NAME	PHONE NUMBER
PRINT NAME OF AUTHORIZED REPRESENTATIVE	TITLE
SIGNATURE	DATE

Additional Resources:

Title 41, Code of Federal Regulations, Section 60-1.4: [Equal Employment Opportunity \(referred to as Equal Opportunity\)](#)

NAME OF ENTITY	ADDRESS	CITY	DAY	TIME	WINDOW/DELIVERY
Echo Park HS	1962 Echo Park Ave	Los Angeles	M-F	Morning	8-9:30 AM
Echo Park CDC	1010 Douglas St.	Los Angeles	M-F	Morning	8-9:30 AM
Estrada site	1320 1/2 Concord Ave.	Los Angeles	M-F	Morning	8-9:30 AM
Euclid	817 Euclid Avenue	Los Angeles	M-F	Morning	8-9:30 AM
Evans	717 N. Figueroa St.	Los Angeles	M-F	Morning	8-9:30 AM
Flores Del Valle	225 N. Avenue 25	Los Angeles	M-F	Morning	8-9:30 AM
Fountain I & II	5636 Fountain Avenue	Los Angeles	M-F	Morning	8-9:30 AM
Garden of Progress	360 S. Gless St.	Los Angeles	M-F	Morning	8-9:30 AM
Gregory Park I & II	5807 Gregory Avenue	Los Angeles	M-F	Morning	8-9:30 AM
La Mirada I & II	5637 La Mirada Avenue	Los Angeles	M-F	Morning	8-9:30 AM
Lincoln Heights	2141 Workman Street	Los Angeles	M-F	Morning	8-9:30 AM
Little Friends	707 E. Kensington Road	Los Angeles	M-F	Morning	8-9:30 AM
Park Place	2630 E. 7th Street	Los Angeles	M-F	Morning	8-9:30 AM
Pico Gardens	1500 E. 4th Street	Los Angeles	M-F	Morning	8-9:30 AM
Ramona HS	2755 Lancaster Avenue	Los Angeles	M-F	Morning	8-9:30 AM
Ramona Gardens	2830 E. Lancaster Avenue	Los Angeles	M-F	Morning	8-9:30 AM
Santa Monica	1022 N. Van Ness Avenue	Los Angeles	M-F	Morning	8-9:30 AM
William Mead	120 Leroy Street	Los Angeles	M-F	Morning	8-9:30 AM

The some sites offer Head Start, Early Head Start and a combination of Head Start & Early Head Start

Foundation Sample Menu

Monday

Breakfast

W Breakfast Cereal of the Day (Corn Flakes)
Orange
Milk

Lunch

W Natural Chicken Tenders
Corn
Pear

P.M. Snack

Chefables Very Own Cheese Sticks
W Home Baked Crackers

Breakfast

W Breakfast Cereal of the Day (Brown Rice Crisp)
Orange
Milk

Lunch

W Natural Chicken Tenders
Corn
Pear

P.M. Snack

Chefables Very Own Cheese Sticks
W Home Baked Crackers

Breakfast

W Breakfast Cereal of the Day (O's)
Orange
Milk

Lunch

W Natural Chicken Tenders
Corn
Pear

P.M. Snack

Chefables Very Own Cheese Sticks
W Home Baked Crackers

Breakfast

W Breakfast Cereal of the Day (Corn Flakes)
Orange
Milk

Lunch

W Natural Chicken Tenders
Corn
Pear

P.M. Snack

Chefables Very Own Cheese Sticks
W Home Baked Crackers

Breakfast

W Cheddar Cheese & Scallion
Bagel
Apple
Milk

Lunch

W Buttered Chicken with Jasmine
Rice
Peas
Diced Pears

P.M. Snack

A2 Organic Vanilla Yogurt
W Yummy Chefables Rolled Oats Cereal

Tuesday

Breakfast

W Home Baked Schneck Muffin
Apple
Milk

Lunch

W Mac & Cheese
Peas
Orange

Breakfast

W Home Baked Cacao Mantecadas
Muffin
Apple
Milk

Lunch

W Turkey, French Lentil Spaghetti
Bolognese
Green Beans
Orange

P.M. Snack

W Homemade Mini Empanadas

Breakfast

W Home Baked Sunflower Seed
Chai Muffin
Apple
Milk

Lunch

W Turkey Sausage Roll
Peas
Orange

P.M. Snack

W Homemade Mozzarella Filled
Soft Pretzel Roll

Breakfast

W Home Baked Cacao Cuernitos
Apple
Milk

Lunch

W Turkey Spaghetti Bolognese
Peas
Orange

P.M. Snack

W Homemade Mozzarella Filled
Soft Pretzel Roll

Closed

Wednesday

Breakfast

W Home Baked WOW Butter & Banana Breakfast Bread
Fruit Cup
Milk

Lunch

W Bean and Cheese Pupusas
Green Beans
Diced Pears

P.M. Snack

W Homemade Mini Empanadas

Breakfast

W Home Baked Banana Oat
Breakfast Bread
Fruit Cup
Milk

Lunch

W Beef, Cilantro + Corn Burrito
Chefables Spinach
Applesauce

P.M. Snack

W Pumpkin Seed & Coconut Biscuit

Breakfast

W Home Baked Banana Cacao
Breakfast Bread
Fruit Cup
Milk

Lunch

W Cold Chicken Pasta Salad with Peppers
Honey Mustard Carrots
Diced Pears

P.M. Snack

W Homemade Mini Empanadas

Breakfast

W Home Baked Lemon Poppy
Breakfast Bread
Fruit Cup
Milk

Lunch

W Veggie + Cheese Quiche
Green Beans
Diced Pears

P.M. Snack

W Homemade Mini Empanadas

Thursday

Breakfast

W Home Baked Whole Grain
Cinnamon Waffles
Apple
Milk

Lunch

W Turkey Dumplings with Tomato
Sauce
Buttered Cauliflower
Diced Peaches

P.M. Snack

A2 Organic Vanilla Yogurt
W Yummy Chefables Rolled Oats Cereal

Breakfast

W Cheddar Cheese & Scallion
Bagel
Apple
Milk

Lunch

W Buttered Chicken with Jasmine
Rice
Peas
Diced Pears

P.M. Snack

A2 Organic Vanilla Yogurt
W Yummy Chefables Rolled Oats Cereal

Breakfast

W Home Baked Whole Grain Ube
Waffles
Apple
Milk

Lunch

W Franks Red Hot Buffalo Chicken
Burrito
Green Beans
Diced Peaches

P.M. Snack

A2 Organic Vanilla Yogurt
W Yummy Chefables Rolled Oats Cereal

Breakfast

W Home Baked Cacao Mandelbrot
Apple
Milk

Lunch

W Chicken, Butter Noodles & Parmesan Cheese
Corn
Diced Peaches

P.M. Snack

A2 Organic Vanilla Yogurt
W Yummy Chefables Rolled Oats Cereal

Friday

Breakfast

W COLD Over Night Cacao Oats -
Cup
Orange
Milk

Lunch

W "Chefables" Chicken Bake
Peas
Applesauce

P.M. Snack

W Homemade Brazilian Cheese and
Coconut Stick

Breakfast

W Home Baked Mini Panettone
Muffin
Orange
Milk

Lunch

W Big Eddie's Chicken, Marinara &
Cheese Calzone
Corn
Diced Peaches

P.M. Snack

W Homemade Brazilian Cheese and
Coconut Stick

Breakfast

COLD Over Night Cacao Oats -
Cup
Orange
Milk

Lunch

W "Chefables" Chicken Bake
Peas
Applesauce

P.M. Snack

W Homemade Brazilian Cheese and
Coconut Stick

Breakfast

W Home Baked Asiago Cheese
Twist
Orange
Milk

Lunch

W Turkey Sausage Roll
Sesame Carrots
Applesauce

P.M. Snack

W Homemade Brazilian Cheese and
Coconut Stick