

Child and Adult Care Food Program
Formal Purchase Food Service Agreement
Invitation for Bid (IFB) – Food Products Only



Solicitation and Sample Agreement

Presented by:

Agency Name: Mexican American Opportunity Foundation (MAOF)

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

1. The food product items will be [select one option]:
 Delivered by the Vendor Picked up by the Agency
2. The agreed upon delivery schedule is as follows [select all that apply]:
 Monday Tuesday Wednesday Thursday Friday Saturday Sunday
3. The agreed upon time of delivery is as follows [select all that apply]:
 Morning Afternoon Evening
4. The delivery time agreed upon by both parties is between the hours of [insert the delivery window timeframe]: 8:00 am and 12:00 pm
5. The number of delivery sites, agreed upon by both parties, is [enter the number of delivery sites]:
37 sites. 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*.
6. 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

8. The Vendor agrees to allow the Agency to adjust the quantity of the food product items each [select a frequency]:
 Daily Weekly Monthly
9. As noted above, in Item 8, the adjustment to the quantity of the food product items must be submitted by the Agency to the Vendor in the following format [select one option]:
 By Phone By Email By Fax
10. The Vendor agrees that the Agency is not required or expected to pay the Vendor for the food product items that are delivered outside of the agreed upon delivery time [select one option]:
 Yes No
11. The Vendor agrees that the Agency is not required or expected to pay the Vendor for the food product items that do not meet the sanitation and safety requirements at the time of delivery [select one option]:
 Yes No
12. The Vendor agrees that the Agency is not required or expected to pay the Vendor for the food product items that do not meet the CACFP meal requirements [select one option]:
 Yes No
13. The Vendor agrees, in carrying out the provisions of this agreement, they will provide a detailed invoice (for each billing cycle) that details the food product items with the quantity and unit of measure specified, with the itemized price, total charges, and any taxes or additional fees assessed at the time of invoice [select one option]:
 Yes No
14. The Vendor agrees to provide temperature logs to the Agency [select one option]:
 Yes No
15. The Vendor understands that the Agency is unable to use federal funds to cover the cost of the food product items that do not meet the federal requirements [select one option]:
 Yes No
16. 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

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

	Name of Entity	Address	City	Day	Time	Window
1	Please See Attached				<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	

18. 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]:

- Food Products selected cannot be substituted without prior authorization
- Processed commercially purchased food item should have a CN label or Product Formulation Statement
- Food deliveries must be scheduled for Mondays and Tuesdays between 8:00 AM and 12:00 PM. Any deliveries after 12:00 PM require prior authorization from MAOF. Deliveries arriving after 2:00 PM will not be accepted.
- The Vendor shall ensure that all milk products delivered have an adequate remaining shelf life at the time of delivery and are not close to expiration. All milk must be fresh, properly stored, and have a minimum remaining shelf life of 7–10 days unless otherwise approved in writing by the Agency. Products delivered with insufficient shelf life will be rejected at no cost to the Agency.
- We will initially operate with 35 sites, with two additional sites expected to come online in the next fiscal year.

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 Invitation for Bid (IFB) timeline as specified below. Please note, the Agency may modify any part of the IFB prior to the date fixed for submission of sealed proposals by the issuance of an Addendum to the original location of the Invitation for Bid.

Date	Action
04/17/2026	Public Notice – Invitation for Bid
05/01/2026	Questions from prospective vendors must be received by 12:00 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.
05/08/2026	Answers from Agency will be provided to prospective vendors by 12:00 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.
05/15/2026	Sealed proposals must be received by 4:00 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.
05/29/2026	Notification of selected Vendor

Term of Agreement

The term of the Agreement will be for a one-year period beginning 7/1/2026 through 6/31/2027 and may have up to four (4) optional renewal years upon agreement by both parties. The Agreement may not exceed \$1,000,000.00 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 will award the contract to the responsible and responsive Vendor whose proposal, conforms with all the material terms and conditions of the Invitation for Bid, and is the lowest in price.

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 age1 through 18 and adult participants

Submission of Sealed Bids

1. Proposals should provide straightforward and concise descriptions of the proposing firm’s ability to satisfy the requirements of this IFB. 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 submission of a sealed bid shall have original signatures and must be signed by a person who is authorized to bind the proposing firm.
3. A non-responsive bid is one that does not meet the basic IFB requirements.
4. Sealed bids 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 bid to be rejected.
5. The agency reserves the right to reject all bids. The agency is not required to award an agreement.
6. Before submitting a response to this solicitation, prospective bidders should review such response, correct all errors, and confirm compliance with the IFB requirements.
7. The agency may reject any and all overly responsive bid(s) and may waive any immaterial deviation in a bid. The agency’s waiver of an immaterial deviation shall in no way modify the bid document nor excuse the prospective bidder from full compliance with all requirements if awarded the Contract.
8. No oral understanding or agreement shall be binding upon either party.

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 24 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, audiotope, 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 bidder], 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 IFB and our bid shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the bid 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 IFB issued by Mexican American Opportunity Foundation (MAOF) [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 Mexican American Opportunity Foundation (MAOF) [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
Invitation for Bid (IFB) – Food Products Only



Sample Agreement*

Presented by:

Agency Name: Mexican American Opportunity Foundation (MAOF)

**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
	04492
PROGRAM YEAR	
2025-2026	

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

AGENCY'S NAME (PROGRAM OPERATOR)

Mexican American Opportunity Foundation (MAOF)

VENDOR NAME (AWARDED VENDOR)

2. The initial term (base year) of this Agreement is (must include month/date/year):

July 01, 2026 through June 30, 2027

3. The maximum amount of this Agreement is (must include maximum amount to this Agreement in dollars and cents): \$ 1,000,000.00

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 19-B – Formal Purchase Food Service Agreement (Invitation for Bid – Food Products 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	Certifications (if applicable)	Page(s)	<input checked="" type="checkbox"/>
Exhibit D	Nondiscrimination Statement	Page(s)	<input checked="" type="checkbox"/>
Exhibit E	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) Mexican American Opportunity Foundation (MAOF)	
BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING (If other than an individual, state whether a corporation, partnership, etc.) Dr. Ciriaco Pinedo	
ADDRESS 401 N.Garfield Ave Montebello CA 90640	

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

Point of Contacts

Agency Name: Aidee Bautista	Vendor Name:
Program Operator Contact: 323-278-3640	Authorized Representative:
Address: 401 N. Garfield Ave. Montebello CA 90640	Address:
Phone: 323-890-9600	Phone:
Fax:	Fax:
Email: abautista@maof.org	Email:

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 \$1,000,000.00 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 food product items, including snacks, will be [select one option]:
 Delivered by the Vendor Picked up by the Agency

2. The agreed upon delivery schedule is as follows [select all that apply]:
 Monday Tuesday Wednesday Thursday Friday Saturday Sunday

3. The agreed upon time of delivery is as follows [select all that apply]:
 Morning Afternoon Evening

4. The delivery time agreed upon by both parties is between the hours of [insert the delivery window timeframe]: 8:00 am and 12:00 PM

5. The number of delivery sites, agreed upon by both parties, is [enter the number of delivery sites]: 37. 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*.

6. 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

7. Meal substitutions for program participants with disabilities or dietary restrictions will be provided by [select one option]:
 The Vendor The Agency

9. The Vendor agrees to allow the Agency to adjust the quantity of the food product items each [select a frequency]:
 Daily Weekly Monthly
10. As noted above, in Item 9, the adjustment to the quantity of food product items must be submitted by the Agency to the Vendor in the following format [select one option]:
 By Phone By Email By Fax
11. The Vendor agrees that the Agency is not required or expected to pay the Vendor for the food product items that are delivered outside of the agreed upon delivery time [select one option]:
 Yes No
12. The Vendor agrees that the Agency is not required or expected to pay the Vendor for the food product items that do not meet the sanitation and safety requirements at the time of delivery [select one option]:
 Yes No
13. The Vendor agrees that the Agency is not required or expected to pay the Vendor for the food product items that do not meet the CACFP meal requirements [select one option]:
 Yes No
14. The Vendor agrees, in carrying out the provisions of this agreement, they will provide a detailed invoice (for each billing cycle) that details the food product items with the quantity and unit of measure specified, with the itemized price, total charges, and any taxes or additional fees assessed at the time of invoice [select one option]:
 Yes No
15. The Vendor agrees to provide temperature logs to the Agency [select one option]:
 Yes No
16. The Vendor understands that the Agency is unable to use federal funds to cover the cost of the food product items that do not meet the federal requirements [select one option]:
 Yes No
17. 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

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

	Name of Entity	Address	City	Day	Time	Window
1	Please See Attached				<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	

19. 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]:

- Food Products selected cannot be substituted without prior authorization
- Processed commercially purchased food item should have a CN label or Product Formulation Statement
- Food deliveries must be scheduled for Mondays and Tuesdays between 8:00 AM and 12:00 PM. Any deliveries after 12:00 PM require prior authorization from MAOF. Deliveries arriving after 2:00 PM will not be accepted.
- The Vendor shall ensure that all milk products delivered have an adequate remaining shelf life at the time of delivery and are not close to expiration. All milk must be fresh, properly stored, and have a minimum remaining shelf life of 7–10 days unless otherwise approved in writing by the Agency. Products delivered with insufficient shelf life will be rejected at no cost to the Agency.
- We will initially operate with 35 sites, with two additional sites expected to come online in the next fiscal year.

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 price for food products (applies to 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 days (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 CPI Regional Index Los Angeles (Feb 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 24 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(l)] 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(l)] 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(l)(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(l)(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 meal or food products 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 24 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
Certifications

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

Exhibit D 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 E 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.

8. Food Product List

Product	Description	Brand Name (Equivalent)	Quantity	Unit Of Measure	Unit Price (Vendor Completes)
Example: Apples	Red Apples	Any	3	Pounds	\$2.00/Pound
Example: Milk	2% Milk	Any	2	Gallon	1.00/Gallon
FRESH PRODUCE*					
Apples	Red delicious		20-25 EA	Case	
Apples	Fuji		125 EA	Case	
Banana	Green Tip Fresh Ref		5	Pounds	
Broccoli	Floret Fresh		5	pounds	
Cantaloupe	Fresh		1	Unit	
Carrot	Diced Fresh		5	pounds	
Cauliflower	Florets		5	pounds	
Celery	Diced ¼" Fresh Ref		5	pounds	
Celery	Stalk Fresh Ref		2	pounds	
Cucumber	Fresh Ref		2	pounds	
Honeydew	Fresh Ref Melon		1	Unit	
Yellow Lemon	Fresh		1	pounds	
Lettuce	Romaine Fresh		1	Unit	
Mushroom	Medium Fresh		1	Pounds	
Onion	Yellow Jumbo Fresh		1	Pounds	
Orange	Fresh Ref		56 EA	Case	
Mandarins	Orange		5	Pounds	
Pepper	Bell Green Fresh Ref		1	pounds	
Pears	Fresh		5	pounds	
Pineapple	Fresh		1	Count	
Watermelon	Fresh		1	Unit	
Potato	Red B Size Small Fresh		5	Pounds	
Spinach	Flat Leaf Cleaned & Trimmed Ca		1	Pounds	
Strawberry	Fresh Ref		1	pounds	
Tomato	Grade Round		5	pounds	
Watermelon	Seedless Fresh		1	Unit	
Zucchini	Green Fresh		1	Unit	
Salad Mix	Fresh		2	pounds	
DAIRY*					
Cheese	Cream Plain		1 oz./100	Case	
Cheese	Low Fat American Sliced		160 slices	Pack	

8. Food Product List

Cheese	Cheddar Monterey Jack Blend Shred		5	pounds	
Cheese	Mozzarella Shred Feather		5	Pounds	
Cheese	Mozzarella String		1 oz/160	Case	
Cheese	Parmesan Grated Bag		5	pounds	
Egg	Shell Large Grade AA White Tray Pack		1	Dozen	
Soy Milk	Soy Milk		6	½ Gallons	
Lactose Free Milk	1% lactose free		6	½ gallons	
Milk	1% Fat Milk		6	½ gallons	
Milk	Fat-Free Milk		6	½ gallons	
Milk	Whole Milk		6	½ gallons	
Yogurt	Strawberry Blended Low-fat		32 oz/6	Case	
Yogurt	Vanilla Blended Low-fat		32 oz/6	Case	
CANNED*					
Applesauce	Sweetened Fancy Canned		25 oz/6	Case	
Fruit Salad	Cut Tropical		6	#10 can	
Fruit Salad	Cut Tropical		6	#2-1/2 can	
Pears	Sliced in own Juice		6	#10 can	
Pears	Sliced In Own Juice		6	#2-1/2 can	
Pineapple	Chunks In Own Juice		6	#10 can	
Pineapple	Chunks In Own Juice		6	#2-1/2 can	
Mandarin Orange	Sliced in own juice		6	#10 can	
Mandaring Orange	Sliced in own juice		6	#2-1/2 can	
Apricots	Halves in own juice		6	#10 can	
Apricots	Halves in own juice		6	#2-1/2 can	
Corn	Whole Kernal Frozen		5	pounds	
Peach	Sliced In Light Syrup 90-105 CT Canned		6	#10 can	

8. Food Product List

Peach	Sliced In Light Syrup 90-105 CT Canned		6	#2-1/2 can	
Pineapple	Tidbit In Juice Canned		6	#2-1/2 can	
Pineapple	Tidbit In Juice Canned		6	#2-1/2 can	
Tuna	Light Skipjack Chunk In Water		64 oz	Unit	
Sauce	Tomato Fancy Can Shelf Stable		6/45oz	Case	
Oil	Olive Canola Virgin 75/25 Blend		1	Gallon	
MEATS*					
Chicken	Diced .5" Dark & White Meal Fowl		10	Pounds	
Chicken	Diced Random W/Teriyaki Sauce		10	Pounds	
Bacon	Turkey Sliced Precooked Laid Out Frozen		5	Pounds	
Turkey	Breast Multipiece W/Binder Skinless		10	Pounds	
Turkey	Breast Skinless Sliced .8oz Cooked		10	Pounds	
Beef	Patty Round 2.5 oz Soy Charbroiled		2.3oz/100	case	
Meatball	Turkey .5oz Italian Cooked		5	Pounds	
Fish	Breaded 1oz Stick Cooked Frozen		10	Pounds	
Beef	Salisbury Steak Patty 3oz		3 oz/53	Case	
Turkey	Sausage Child Nutrition Labeled		10	Pounds	
BREAD/CRACKERS/CEREAL*					
Bagel	Whole Grain 1oz Mini Sliced Frozen		1 oz/180	Case	
French Toast	Whole Grain Frozen		85/2.9	Ounces	
Cornbread	½ Sheet 30 Sliced Frozen		4 oz./64	Case	
Bread	Wheat 29 Sliced 7/16" Loaf Frozen		42 slices/6	case	

8. Food Product List

Bun	Hamburger 4" Sliced Baked Frozen		12 each	Pack	
English Muffin	Honey Wheat Sliced Frozen		12 each	Pack	
Pancake	Whole Grain Frozen		1.2 oz/144	Case	
Roll	Whole Wheat Un sliced Baked Frozen		24 each	Pack	
Tortilla	Corn White 6" TFF Die Cut		160 each	Pack	
Tortilla	Flour Wholegrain Rich 6" Pressed		24 each	Pack	
Tortilla	Flour Wholegrain Rich 10" Pressed		12 each	Pack	
Waffle	Whole Grain Stick Frozen		1.5 oz./144	Case	
Cereal	Gluten-Free Corn Chex		33 oz	Unit	
Cereal	Oatmeal Rolled Quick Box Protein		42 oz	Unit	
Cereal	Rice Krispy		35 oz/4	Case	
Cereal	Cheerios		35 zo/4	Case	
Cereal	Kix		24 oz/4	Case	
Cracker	Cheese It		.75 zo/175	Case	
Cracker	Saltine Salted Sleeve Zesta Soda		500 each	Pack	
Cracker	Wheat Wafer Box		500 each	Pack	
Cracker	Whole Grain Cheddar Goldfish		26 oz	pack	
Cracker	Ritz		3.8 oz/8	Case	
FROZEN PRODUCTS*					
Pea	Green Imported &		5	Pounds	
Bean	Green Cut 4 Sieve		10	Pounds	
Vegetable	Blend 4 Way Frozen		10	Pounds	
Potato	French Fry ½" Crinkle Cut Extralon		5	Pounds	
Wholegrain Pepperoni Pizza	Child Nutrition Labeled (CNL)		4.93oz/60	Case	
Bean & Cheese Burritos	Nutrition Labeled (CNL)		5.75oz/60	Case	
DRY GOODS*					

8. Food Product List

Baking Soda			24oz/6	case	
Cornmeal	Yellow Medium Enriched Bag		5	Pounds	
Flour	Hotel & Restaurant All-Purpose		5	Pounds	
Food Coloring	Blue Liquid Bottle Shelf		1	Pint	
Food Coloring	Eggshade Liquid Bottle Shelf	Monarch	1	Pint	
Bean	Navy Dried Raw		20	Pounds	
Bean	Pinto Dried Washed Raw		20	Pounds	
Lentil	Dried Raw Bean		20	Pounds	
Ketchup	Tomato Fancy 33% Red Squeeze		16 oz/20	Case	
Mayonnaise	Light Shelf Stable		1	Gallon	
Mix	Gelatin Unflavored				
Mix	Gravy AU JUS		12 oz/7	Case	
Mustard	Yellow Squeeze Bottle Shelf		12 oz/9	Case	
Pasta	Lasagna Smooth 10" Curly Edge		10	Pounds	
Pasta	Wholegrain Spaghetti 10" Shelf Stable		10	Pound	
Potato	Mashed Pearl Dehydrated Add Wate		28oz/12	Case	
Rice	Brown		25	Pound	
Dressing	Ranch Buttermilk Plastic Jar		1	Gallon	
Sun butter			5	Pounds	
INFANT FOOD*					
Formula	Similac Advance				
Formula	Similac Sensitive				
Formula	Enfamil Infant				
Formula	Gerber Good Start Soy				
Formula	Enfamil Nutramigen Lipil				
Iron- Fortified	Infant Cereal				
Cereal	Gerber Rice Cereal				

8. Food Product List

Cereal	Whole Grain Rice Cereal Earths Best				
Baby Food	Apple/Blueberries & Cherries				
Baby Food	Vegetables & Fruits				
Natural Choice	Baby Food				
Baby Crackers	Whole Grain Crackers				
Baby Food	Applesauce Puree Plastic				
Baby Food	Banana Puree Plastic Cup Shelf Stable Stage 2				
Baby Food	Carrot Puree Plastic Cup Shelf Stable Stage 2				
Baby Food	Green Bean Puree Plastic Cup Shelf Stable Stage 2				
Baby Food	Pea Puree Plastic Cup Shelf Stable Stage 2				
Baby Food	Peach Puree Plastic Cup Shelf Stable Stage 2				
Baby Food	Pear Puree Plastic Cup Shelf Stable Stage 2				
Baby Food	Rice Cereal Dry RTU Shelf Stable				
Baby Food	Squash Butternut Puree Plastic Cup Shelf Stable Stage 2				
Baby Food	Sweet Potato Puree Plastic Cup Shelf Stable Stage 2				
Infant Formula	Good Start Infant Formula Powder Shelf Stable N2				
Infant Formula	Similac Infant Formula Sensitive W/Iron Powder Shelf Stable				

8. Food Product List

Infant Formula	Good Start Infant Formula Powder Shelf Stable N2				
----------------	--	--	--	--	--

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

	Name of Entity	Address	City	Day	Time	Window
1	Acosta	461 Cesar Chavez St	Soledad Ca 93906	Mon-Tue	Morning	8:00am-12:00pm
2	Arvin Elc	800 S. A St	Arvin Ca 93203	Mon-Tue	Morning	8:00am-12:00pm
3	Bell Gardens	6113 Clara St	Bell Gardens Ca 90201	Mon-Tue	Morning	8:00am-12:00pm
4	Cesar Chavez	410 Chana Drive	Delano Ca 93216	Mon-Tue	Morning	8:00am-12:00pm
5	Delano/La Escuelita	1619 Main St	Delano Ca 93216	Mon-Tue	Morning	8:00am-12:00pm
6	Dionicio Morales	2453 Fenton St	Chula Vista Ca 91911	Mon-Tue	Morning	8:00am-12:00pm
7	Downey	8100 Telegraph Rd	Downey Ca 90241	Mon-Tue	Morning	8:00am-12:00pm
8	Florence	6431 E. Florence Ave	Bell Gardens Ca 90201	Mon-Tue	Morning	8:00am-12:00pm
9	Ford	330 S. Ford Blvd	Los Angeles Ca 90022	Mon-Tue	Morning	8:00am-12:00pm
10	Fremont	9950 Fremont Ave	Montclair Ca 91763	Mon-Tue	Morning	8:00am-12:00pm
11	Gonzales	225 Elko St	Gonzales Ca 93926	Mon-Tue	Morning	8:00am-12:00pm
12	Greenfield	131 13 th St	Greenfield Ca 93927	Mon-Tue	Morning	8:00am-12:00pm
13	Hawaiian Gardens	22150 Wardham Ave	Hawaiian Gardens Ca 90716	Mon-Tue	Morning	8:00am-12:00pm
14	Holmes	6112 Holmes Ave	Los Angeles Ca 90001	Mon-Tue	Morning	8:00am-12:00pm
15	Martin Castro	715 E. California Ave	Bakersfield Ca 93307	Mon-Tue	Morning	8:00am-12:00pm
16	Maywood	6145 Woodward Ave	Maywood Ca 90270	Mon-Tue	Morning	8:00am-12:00pm
17	Mariposa	120 E. 25 th St	Los Angeles Ca 90011	Mon-Tue	Morning	8:00am-12:00pm
18	Mountain Valley	115 Bardin Rd	Salinas Ca 93905	Mon-Tue	Morning	8:00am-12:00pm
19	Norwalk	12440 Firestone Blvd	Norwalk Ca 90650	Mon-Tue	Morning	8:00am-12:00pm
20	Ontario	1205 N Baker Ave	Ontario Ca 91764	Mon-Tue	Morning	8:00am-12:00pm
21	Oxnard PS	711 S. C St	Oxnard Ca 93030	Mon-Tue	Morning	8:00am-12:00pm
22	Oxnard Elc	1800 S. C St	Oxnard Ca 93030	Mon-Tue	Morning	8:00am-12:00pm
23	Pico Rivera	9125 Burke St	Pico Rivera Ca 90660	Mon-Tue	Morning	8:00am-12:00pm
24	Salinas PS	559 E. Alisal St	Salinas Ca 93905	Mon-Tue	Morning	8:00am-12:00pm
25	Salinas CC	1210 John St	Salinas Ca 93905	Mon-Tue	Morning	8:00am-12:00pm
26	San Ysidro	1901 Del Sur Blvd	San Ysidro Ca 92173	Mon-Tue	Morning	8:00am-12:00pm

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

	Name of Entity	Address	City	Day	Time	Window
27	Santa Ana	2033 S. Edniger St	Santa Ana Ca 92701	Mon-Tue	Morning	8:00am-12:00pm
28	Santa Paula	1111 E Santa Paula	Santa Paula Ca 93060	Mon-Tue	Morning	8:00am-12:00pm
29	Salesian	3218 Wabash St	Los Angeles Ca 90063	Mon-Tue	Morning	8:00am-12:00pm
30	Telegraph	4457 Telegraph Rd	Los Angeles Ca 90023	Mon-Tue	Morning	8:00am-12:00pm
31	Tustin	15405 Lansdowne Rd	Tustin Ca 92785	Mon-Tue	Morning	8:00am-12:00pm
32	Villa De Ninos	9999 Feron Blvd	Rancho Cucamonga Ca 91730	Mon-Tue	Morning	8:00am-12:00pm
33	White Memorial	1803 Pennsylvania Ave	Los Angeles Ca 90033	Mon-Tue	Morning	8:00am-12:00pm
34	Young Innovator	4261 S. Central Ave	Los Angeles Ca 90011	Mon-Tue	Morning	8:00am-12:00pm
35	Riverside CC Nonoperational	4103 Tyler Street	Riverside CA 92503	Mon-Tue	Morning	8:00am-12:00pm
36	Echo Park Nonoperational	515 Laveta Terrace	Los Angeles CA 90026	Mon-Tue	Morning	8:00am-12:00pm