

Invitation for Bids (IFB) No. 2104

**Child and Adult Care Food Program
(Unitized Meals Only)
2024 - 2025**



Date Issued: May 7, 2024

Bid Closing Date / Time: May 21, 2024 @ 2:30 pm PST.

Bidders are invited to provide information on products and services for the above-mentioned project by providing a response to this IFB and forwarding it to the address indicated in this document by the date and time prescribed.

POSTAL, IN-PERSON OR EMAIL BIDS WILL ONLY BE ACCEPTED.

Background about Rio Hondo College:

Rio Hondo Community College ("District") was established in 1961. The District primarily serves residents of Whittier, El Monte, South El Monte, Pico Rivera and Santa Fe Springs; residents of unincorporated Los Angeles County; and several cities outside District boundaries. The District also provides transfer, vocational, and short-term courses for roughly 15,500 full-time equivalent students; is fully accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges; is governed by an independent five-member governing board who are elected at large for four-year terms; and administered by the Superintendent/President, who is appointed by the Governing Board.

Objective of the Program:

The District is soliciting bids from qualified vendors to provide meal services in accordance with the Child and Adult Care Food Program.

The Rio Hondo College Child Development Center Pre-School Laboratory is an educational preschool program that offers enrollment to Rio Hondo students, faculty/staff, and the local community. Our program enrolls children aged two to entry into kindergarten. Enrollment is ongoing throughout the year, following the Rio Hondo College academic calendar. Our hours of operation are Monday through Friday, from 7:30 am to 5:00 pm.

The Child Development Center Preschool Laboratory is part of the Child and Adult Care Food Program (CACFP). As a CACFP member, we provide nutritious foods that contribute to the wellness, healthy growth, and development of young children. Children are provided with breakfast, lunch, and an afternoon snack. Our non-discrimination statement adheres to the CACFP. District has a full kitchen on-site to prepare and serve the meals delivered by the selected vendor.

Bidder Instructions

1. Please review the bidding packet in its entirety to obtain pertinent information regarding the Child Care and Adult Food Care Program.
2. Complete and submit the **highlighted/fillable** areas in:
 - a. Exhibit A: Scope of Work
 - b. Exhibit C : Cost Per Meal Table
 - c. Exhibit D -1 through 5 : Certifications
 - d. Exhibit E: 21 Day Cycle Menu from Vendor
3. As reference, Bidder may reference Appendices I, II, and III for submission of bid that meets District requirements.

Evaluation and Award

The District will award the contract to the responsible and responsive Vendor whose bid, conforms with all the material terms and conditions of the Invitation for Bid, and is the lowest in price.

Bid Submission and Contact Information

Bid submission will be accepted by postal, in-person, or email by **2:30 pm Friday, May 17, 2024**, delivered to:

Subject: IFB No. 2104
Contract Management & Vending Services
3600 Workman Mill Road
Whittier, CA 90601-1616
Phone: (562) 908-3493
Email: purchasing@riohondo.edu

Any requests for information or questions about this IFB are to be sent only to the email above no later than 2:30 pm on **May 10, 2024**. Please indicate subject line as "IFB No. 2104 – Query".

Sample Agreement

RIO HONDO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is entered into this XX day of XXXX, 2024 at Whittier, County of Los Angeles, State of California, by and between the Rio Hondo Community College District, hereinafter called "District", and XXXXXXXX hereinafter called "Vendor".

The term and award amount of this Agreement are outlined in Exhibit A: Scope of Work.

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:

Exhibits	Title	# of Pages	Included
Exhibit A	Scope of Work	2	Yes
Exhibit B	General Terms and Conditions	5	Yes
Exhibit C	Cost Per Meal Table	1	Yes
Exhibit D-1	Debarment Suspension	1	Yes
Exhibit D-2	Lobbying Certification	1	Yes
Exhibit D-3	Drug-Free Workplace Certification	2	Yes
Exhibit D-4	Offer vs. Serve	1	Yes
Exhibit D-5	Equal Employment Opportunity	2	Yes
Exhibit E	21-Day Cycle Menu from Vendor	1	Yes
Exhibit F	Nondiscrimination Statement	1	Yes

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

In witness whereof, this Agreement has been executed by the parties hereto. The District's solicitation and Vendor's bid 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 dated (by both parties).

VENDOR

DISTRICT

[Name]

Rio Hondo Community College District

[Address]

3600 Workman Mill Road

[City, State, Zip Code]

Whittier, CA 90601

[Printed Name]
[Title]

Date

Dr. Stephen Kibui
Vice President, Finance & Business

Date

RHC Board Date: _____

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

Points of Contacts

District	Vendor
Rio Hondo Community College	Name:
Cindy O'Neill	Representative:
Director, Child Development Center	Title:
3600 Workman Mill Rd., Lot L	Address:
Whittier, CA 90601	
(562) 463-7797	Phone:
coneill@riohondo.edu	Email:

Term of Agreement

The term of the Agreement will be for one-year period beginning July 1, 2024, through June 30, 2025 and may not exceed \$80,000 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 District, whichever is later. Work shall not commence until the effective date.

- The Vendor will provide the following prepared meals:
 Breakfast Lunch Snack
- The Vendor will provide milk for each of the prepared meals:
 Breakfast Lunch
- The meals, including snacks, will be delivered by the Vendor.
- The agreed upon delivery schedule is as follows:
 Monday through Friday
- The agreed upon time of delivery is as follows:
 Morning
- The delivery time agreed upon by both parties is between the hours of **8:00 am and 8:30 am**.
- The number of delivery sites, agreed upon by both parties, is one (1):

**Rio Hondo College
Child Development Center
3600 Workman Mill Road, LOT L
Whittier, CA 90601**

- Proper containers to maintain the required temperatures of food and milk, while in transit, will be provided by the Vendor.
- Meal substitutions for program participants with disabilities or dietary restrictions will be provided by the Vendor.
- The number of meals and cost of each meal, to be supplied per this agreement, will be as follows:

<i>To be completed by the District</i>			<i>To be completed by the Prospective vendor</i>	
Meal Type	Estimated # of Servings Per Day*	Estimated # of Serving Days*	Unit Price Per Meal (Proposed by Vendor)	Total Price (Proposed by Vendor)
Breakfast	56-60	5	\$ _____ each	\$ _____
Lunch	56-60	5	\$ _____ each	\$ _____

PM Snack	56-60	5	\$ each	\$
Grand Total				\$

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

- 11 The Vendor agrees to allow the District to adjust the number of meals each:
 - Weekly
 - Monthly
- 12 As noted above, in Item 11, the adjustment to the number of meals must be submitted by the District to the Vendor in the following format:
 - By Phone
 - By Email
- 13 The Vendor agrees that the District is not required or expected to pay the Vendor for meals that are delivered outside the agreed upon delivery time.
- 14 The Vendor agrees that the District 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.
- 15 The Vendor agrees that the District is not required or expected to pay the Vendor for meals that do not meet the CACFP meal requirements.
- 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.
- 17 The Vendor agrees to provide temperature logs to the District.
- 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).
- 19 The Vendor understands that the District is unable to use federal funds to cover the cost of the meals that do not meet the federal requirements.
- 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 (**Exhibit D -1 through 5**).
- 21 The Vendor agrees to submit a proposed 21-Day Cycle Menu (**Exhibit E**).
- 22 Any additional requirements agreed upon between the District and the vendor must be notated below at the time of this agreement:
 - All foods and serving sizes must be clearly labeled.
 - Menus must be sent one (1) month in advance (20th of each month)

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

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/day (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 center 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.(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 noticed 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.(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 Vendors 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 certification upon request by the Agency).
- The Vendor agrees that it will make any and all modifications according to the ADAA 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 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 who 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, service 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 specification of their contracts or purchase orders.
- The Agency must maintain records sufficient to detail the history of procurement. These records will include, but 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:

- 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 any 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.
- Debarments 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 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 part 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 part 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 (ADAA) 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, ADAA.

Title II of the Americans with Disabilities Act of 1990 and the ADAA 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/days (e.g., 48 hours) prior to the delivery of the meal or when the agency received 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	56-60	5	\$ each	\$
Lunch	56-60	5	\$ each	\$
PM Snack	56-60	5	\$ each	\$
Grand Total				\$

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

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

Exhibit D-1 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

Exhibit D-2 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

Exhibit D-3 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

Exhibit D-4 Offer Versus Serve

Offer versus Serve (OVS) applies to menu planning and meal service, which allows recipients to decline some of the food offered in a reimbursable meal.

The goals of the OVS is to reduce food waste and to permit recipients to choose the foods that they want to eat. Adult day care centers may use the offer versus serve (OVS) option for breakfast, lunch, and supper. The OVS option allows participants to refuse some of the food items required while still allowing those meals to be claimed for reimbursement. Under OVS, each adult care center shall offer its participants all of the required food components as set forth in the requirements for meals (7 CFR, Section 226.20). However, at the discretion of the adult day care center, participants may be permitted to decline the following:

- Breakfast: Participants may decline one serving of the four food items (one serving of milk, one serving of vegetable or fruit, or two servings of bread or bread alternate)
- Lunch: Participants may decline two servings of the six food items (one serving of milk, two servings of vegetable or fruit, two servings of bread or bread alternate, or one serving of Meat/Meat Alternate)
- Supper: Participants may decline two servings of the five food items (two servings of vegetables and/or fruit, two servings of bread or bread alternate, or one serving of Meat/Meat Alternate)

The price of a reimbursable meal shall not be affected if an adult participant declines a food item.

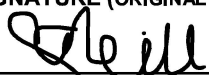
Offer Versus Serve Certification

Are meals provided using the Offer Versus Serve option? [select one option] Yes No

If yes, which meals? [select all that apply] Breakfast Lunch Snack

If yes, what date will you begin the OVS option? [July 1, 2024]

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.

AGENCY NAME Rio Hondo Community College District Child Development Center	CNIPS ID 04361
PRINT NAME OF AUTHORIZED REPRESENTATIVE Cindy O'Neill	TITLE Director
SIGNATURE (ORIGINAL NOT STAMPED) 	DATE 05/03/2024

Additional Resources:

- USDA Policy Memo CACFP 05-2017: Offer Versus Serve and Family Style Meals in the Child and Adult Care Food Program: [CACFP 05-2017 \(azureedge.net\)](http://azureedge.net)
- USDA Policy Memo CACFP 23-2011: Clarification on the Use of Offer Versus Serve and Family Style Meal Service: [Clarification on the Use of Offer vs. Serve and Family Style Meal Service | Food and Nutrition Service \(usda.gov\)](http://usda.gov)
- USDA Food and Nutrition Service OVS Guidance Manual: [OFFER VERSUS SERVE \(azureedge.net\)](http://azureedge.net)
- USDA OVS Tip Sheets for CACFP: [Offer Versus Serve in the CACFP | Food and Nutrition Service \(usda.gov\)](http://usda.gov)

Exhibit D-5 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, _____, 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 \(referred to as Equal Opportunity\)](#)

Exhibit E
21-Day Cycle Menu from Vendor

Monday	Tuesday	Wednesday	Thursday	Friday
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

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

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 address 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.

Appendix I Sample 21-Day Cycle Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	5
Cereal 1/2 oz eq *wgr Peaches 1/2 c. Bean & Cheese Burrito 1.5 oz *wgr Corn 1/4 c. Pineapple 1/4 c Graham Crackers 1/2 oz eq *wgr Milk 1/2 c.	Banana Muffin 1/2oz eq Applesauce 1/2 c Lentils of the Southwest 1/4c. Potatoes 1/4 c Peaches 1/4 c Tortilla 1/2 oz eq. *wgr Animal Crackers 1/2 oz eq *wgr Milk 1/2 c.	Oatmeal 1/2c *wgr Pineapple 1/2c. Tuscan Grilled Cheese 1/2 pc *wgr Carrots 1/4 c Pears 1/4 c Oyster Crackers 1/2oz eq. Corn 1/2 c	French toast square 1/2 oz eq *wgr Applesauce 1/2c. Chicken Pozole 1 c. *wg Corn 1/4 c Pears 1/4 c Wheat Thins 1/2 oz eq *wgr String Cheese 1ea.	English muffin 1/2 oz eq *wgr Banana 1/2 c. Cheese Pizza 1.5 oz Cucumbers 1/4 c. Oranges 1/4 c Goldfish Pretzels 1/2 oz eq *wgr Oranges 1/2 c.
8	9	10	11	12
Toast 1/2 oz eq *wgr Pineapple 1/2 c. Cheese Pizza 1.5 oz Carrots 1/4 c. Oranges 1/4 c Graham Crackers 1/2 oz eq *wgr Milk 1/2 c.	Oatmeal 1/4c. *wg Applesauce 1/2c. Chicken Tomato Bake *wgr Pears 1/4 c Wheat Thins 1/2 oz eq *wgr String Cheese 1ea.	English Muffin 1/2 oz eq. Oranges 1/2 c Rotini w/ Meat sauce 1.5oz *wgr Cucumbers 1/4 c. Apples 1/4c. Animal Crackers 1/2 oz eq. Milk 1/2 c.	Waffles 1/2 oz eq. Pears 1/2c. Chicken Raman 1.5 oz *wgr Mixed Vegetables 1/4 c Apples 1/4c. Goldfish Pretzels 1/2 oz eq *wgr Oranges 1/2c.	Cereal 1/2c *wgr Oranges 1/2c. Tuscan Grilled Cheese 1/2 pc *wgr French Fries 1/4 c Apples 1/4 c Granola Bar 1/2 oz eq *wgr Milk 1/2 c.
15	16	17	18	19
English muffin 1/2 oz eq *wgr Banana 1/2 c. Cheese Pizza 1.5 oz Cucumbers 1/4 c. Oranges 1/4 c Graham Crackers 1/2 oz eq *wgr Milk 1/2 c.	Waffle 1/2 oz eq. *wgr Pears 1/2c. Oven Baked Chicken 1.5oz Quinoa 1/4 c wg Carrots 1/4 c. Apples 1/4c. Wheat Thins 1/2 oz eq. String Cheese 1 ea	Banana Muffin 1/2 oz *wgr. Pineapple 1/2c. Macaroni & Cheese 1.5 oz Mixed Vegetables 1/4 c Apples 1/4c. Goldfish Pretzels 1/2 oz eq *wgr Oranges 1/2c.	Overnight Oats & Berries 1/2c Applesauce 1/2 c. Beef Vegetable Soup 1.5 oz. Quinoa 1/4 c. French Fries 1/4 c. Pears 1/4c. Oyster Crackers 1/2oz eq Apples 1/2 c	Cereal 1/2c *wgr Banana 1/2c. Sunflower Butter Sandwich 1/2 pc *wgr Cucumbers 1/4 c Pears 1/4 c Yogurt 1/4 c. Graham Cracker 1/2 oz eq.
22	23	24	25	26
Cereal 1/2c *wgr Apples 1/2c. Tuscan Grilled Cheese 1/2 pc *wgr French Fries 1/4 c Pears 1/4 c Early Closure 12:30pm	Granola Bar 1/2 oz eq *wgr Applesauce 1/2c. Chicken Pozole 1 c. *wg Corn 1/4 c Pears 1/4 c Wheat Thins 1/2 oz eq *wgr Carrots 1/2 c.	Scrambled Eggs 1 ea. Potatoes 1/2 c Lentils of the Southwest 1/4c. Potatoes 1/4 c Apples 1/4 c Tortilla 1/2 oz eq. *wgr Granola Bar 1/2 oz eq *wgr Milk 1/2 c.	Waffle 1/2 oz eq. *wgr Oranges 1/2c. Oven Baked Chicken 1.5oz Quinoa 1/4 c wg Carrots 1/4 c. Apples 1/4c. Wheat Thins 1/2 oz eq. Cucumbers 1/2 c.	Cereal 1/2c *wgr Pears 1/2c. Tuscan Grilled Cheese 1/2 pc *wgr French Fries 1/4 c Oranges 1/4 c Ritz Crackers 1/2 oz eq String Cheese 1 ea.
29	30			
Toast 1/2 oz eq *wgr Pineapple 1/2 c. Bean & Cheese Burrito 1.5 oz *wgr Corn 1/4 c. Pears 1/4 c Graham Crackers 1/2 oz eq *wgr Milk 1/2 c.	Cereal 1/2 c *wgr Banana 1/2c. Ham & Cheese Sandwich 1/2 pc. *wgr Carrots 1/4 c Oranges 1/4 c Oyster Crackers 1/2 oz eq String cheese 1 ea.			

Meal Pattern <https://www.fns.usda.gov/cacfp/meals-and-snacks>

Appendix II

Child and Adult Care Food Program Breakfast					
[Select the appropriate components for a reimbursable meal]					
Food components and food items¹	Minimum quantities				
	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)	Adult participants
Fluid Milk ³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both ⁴	¼ cup	½ cup	½ cup	½ cup	½ cup
Grains (oz. eq.) ^{5 6 7 8}	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalents

Endnotes:

¹ Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent fat or less) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored or flavored fat-free (skim) or low-fat (1 percent fat or less) milk for children 6 years old and older and adults. For adult participants, 6 ounces (weight) or ¾ cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.

⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁵ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁶ Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

⁷ Refer to FNS guidance for additional information on crediting different types of grains.

⁸ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

Appendix III

Child and Adult Care Food Program Snack					
[Select two of the five components for a reimbursable meal]					
Food components and food items¹	Minimum quantities				
	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)	Adult participants
Fluid Milk ³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates (edible portion as served):					
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce	1 ounce
Tofu, soy products, or alternate protein products ⁴	½ ounce	½ ounce	1 ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce	1 ounce
Large egg	½	½	½	½	½
Cooked dry beans or peas	⅛ cup	⅛ cup	¼ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 Tbsp	1 Tbsp	2 Tbsp	2 Tbsp	2 Tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce	1 ounce
Vegetables ⁶	½ cup	½ cup	¾ cup	¾ cup	½ cup
Fruits ⁶	½ cup	½ cup	¾ cup	¾ cup	½ cup
Grains (oz. eq.) ^{7 8 9}	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	1 ounce equivalent

Endnotes:

- ¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.
- ² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.
- ³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent fat or less) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored or flavored fat-free (skim) or low-fat (1 percent fat or less) milk for children 6 years old and older and adults. For adult participants, 6 ounces (weight) or ¾ cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.
- ⁴ Alternate protein products must meet the requirements in Appendix A to part 226 of this chapter.
- ⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- ⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁷ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirements.
- ⁸ Refer to FNS guidance for additional information on crediting different types of grains.
- ⁹ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).