DATE: June 6, 2023

TO: Mayor and Council Members

FROM: Parks, Recreation and Community Services Department

SUBJECT: Agreement with TRIO Community Meals, LLC for Summer Food Service and Child and Adult Care Food Programs

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve a one-year agreement (with the option to renew annually up to four (4) years) with TRIO Community Meals, LLC, in the amount of $202,134.90, for the provision of breakfast, lunch, and snacks for the Child and Adult Care Food Program (CACFP) and Summer Food Service Program (SFSP) from June 12, 2023, through June 6, 2024. (CDE Grant Fund)

BACKGROUND:
Since 1997, the City has received grants from the California Department of Education (CDE) for the provision of the SFSP. The SFSP has been a successful operation throughout this time with the use of commercial food companies and the Inglewood Unified District as meals providers. In January 2017, CDE restructured its meal program to facilitate an expansion from SFSP only to SFSP and CACFP. This expansion allows for year-round meal service.

DISCUSSION:
The CDE requires a competitive process for agencies of the SFSP and CACFP who contract for meals from vendors other than public or private schools, and whose contracts for those meals would total more than $150,000 during a program year.

On March 23, 2023, the City issued a Request for Proposals (No. RFP-0185) for an SFSP and CACFP meal provider for Fiscal Year 2022-2023. On April 13, 2023, the City received a proposal from the following vendor:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRIO Community Meals, LLC</td>
<td>Inglewood, CA</td>
<td>$202,134.90</td>
</tr>
</tbody>
</table>

Consistent with selection criteria contained in the bid specification, TRIO Community Meals, LLC was selected to provide the required service. The vendor has experience for the City’s scope of service requirements based on its qualifications, match for provision of program specifications, and cost of services.

Under the attached agreement, TRIO Community Meals, LLC will prepare the meals utilizing menus approved by CDE and deliver the meals to the program sites within the timeframes set in the agreement. In accordance with the terms of the agreement, the agreement may be extended in.
one-year increments for up to four additional years. TRIO Community Meals, LLC will provide all documentation related to its services and adhere to all regulations specified in the agreement, in addition to complying with the Los Angeles County Health Department guidelines and those of other regulatory agencies.

City staff will serve the meals, clean the service and eating area, provide outreach to the community, maintain supporting documentation, and adhere to all regulations specified by the CDE, Health Department, and other regulatory agencies. Both the City and TRIO Community Meals, LLC will be subject to monitoring by State and Federal agencies.

Upon execution of this agreement, the SFSP and CACFP will operate at the City’s parks and community centers five days a week, Monday through Friday, from June 12, 2022, through June 6, 2024 at the following sites:

**SFSP Sites June 12, 2023, through August 31, 2023**

1. Ashwood Park  
2. Crenshaw-Imperial Library  
3. Darby Park  
4. Edward Vincent Park  
5. Inglewood Main Library  
6. Lockhaven Community Center  
7. North Park  
8. Rogers Park  
9. Siminski Park

**CACFP Sites October 2, 2023, through June 6, 2024**

1. Crenshaw-Imperial Library  
2. Darby Park  
3. Inglewood Main Library  
4. Rogers Park

The meals will consist of hot and cold food, such as pizza, spaghetti, burritos, chicken nuggets, and sandwiches. Milk, fruit and dessert items will be served also.

**FINANCIAL/FUNDING ISSUES AND SOURCES:**

The CDE will reimburse the City to cover the cost of meals, labor, mileage, office supplies, and other expenses associated with the SFSP at $4.87 per lunch; $2.77 per breakfast; and $1.14 per snack, for a total of $90,473.60. The CDE reimburses for CACFP at $4.87 per supper and $1.14 per snack for a total of $72,834.85.
Based on projected service levels, the CDE reimbursement does not fully cover the program costs, which may result in a City subsidy of up to $38,826.45. Service levels are based on historic data (pre-COVID). Funding to cover program cost is available in the Fiscal Year 2022-2023 approved budget.

The City will purchase the meals from TRIO Community Meals, LLC.

<table>
<thead>
<tr>
<th>Meal Type</th>
<th>Estimated Servings/Day</th>
<th>Estimated No. of Days</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>115</td>
<td>49</td>
<td>$2.72</td>
<td>$15,327.20</td>
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<tr>
<td>Lunch</td>
<td>295</td>
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<td>$6.07</td>
<td>$87,741.85</td>
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<tr>
<td>P.M. Snack</td>
<td>80</td>
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<td>$1.63</td>
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<td>Supper</td>
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<td>$6.07</td>
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<td>151</td>
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<td>$14,767.80</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$202,134.90</strong></td>
</tr>
</tbody>
</table>

Funds for expenditures will be available under Account Code No. 220.070.7056.44870.00 (Contract Services-Parks, Recreation and Community Services Department-Summer Food Program).

**DESCRIPTION OF ANY ATTACHMENTS:**
Attachment No. 1: Agreement with TRIO Community Meals, LLC
Attachment No. 2: RFP-0199 Vendor Response
Attachment No. 3: RFP-0199
Attachment No. 4: Insurance

**PREPARED BY:**
Sabrina Barnes, Parks, Recreation and Community Services Director

**COUNCIL PRESENTER:**
Sabrina Barnes, Parks, Recreation and Community Services Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: [Signature]
Sabrina Barnes, Parks, Rec, & Comm Svcs. Director

ASSISTANT CITY MANAGER APPROVAL: [Signature]
Louis Atwell, Assistant City Manager

CITY MANAGER APPROVAL: [Signature]
Artie Fields, City Manager
Attachment No. 1
AGREEMENT NO. ______

THIS AGREEMENT is made and entered into this _________ day of ___________, 2023, by and between the CITY OF INGLEWOOD (the “City”), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and TRIO COMMUNITY MEALS, LLC (the “Contractor”) a Mississippi corporation located at 100 Valley Drive Pearl, Mississippi 39208.

RECITALS

WHEREAS, since 1997, the City has received grant funding from the California Department of Education (“CDE”) for the provision of the Summer Food Service Program (“SFSP”); and

WHEREAS, the SFSP has been a successful operation throughout this time with the use of commercial food companies and the Inglewood Unified School District as meal providers; and

WHEREAS, in January 2017, CDE restructured its meal program to facilitate an expansion from SFSP only to SFSP and Child and Adult Care Food Program (“CACFP”); and

WHEREAS, the CDE required a competitive process for agencies of the SFSP and CACFP who contract for meals from vendors other than public or private schools and whose contracts for those meals would total more than $150,000 during a program year; and

WHEREAS, on April 13, 2023, the City received proposals from prospective contractors on Request for Proposal No. RFP-0199 for a SFSP and CACFP meal provider for fiscal year 2022-2023; and

WHEREAS, one prospective contractors responded; and

WHEREAS, the City selected the Contractor because it provided the best value to the City; and

WHEREAS, the Contractor holds itself out as capable and competent to provide such services as the City requires; and

NOW, THEREFORE, the City and the Contractor (hereinafter collectively referred to as the “Parties”) hereto mutually agree as follows:

///
ARTICLE 1 – SCOPE OF SERVICES

The Contractor agrees:

1. To provide certain services in accordance with Exhibit “A,” the City’s “Child and Adult Care Food Program and Summer Food Service Program, RFP-0199; and Exhibit “B,” the Contractor’s proposal. Each Exhibit is incorporated herein by this reference as if set forth in full. In the event of a conflict, or ambiguity, or inconsistency, the order of precedence shall be:
   a. This Agreement shall prevail over Exhibit “A;”
   b. Exhibit “A,” shall prevail over Exhibit “B.”

2. To provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services contemplated by this Agreement;

3. To comply with and be bound by all applicable federal, state, county, local laws, rules and regulations; and

4. That the City shall not supervise or control the Contractor’s methods, means, safety, techniques, sequences or procedures of performing the Contractor’s work;

5. To be exclusively responsible for any and all business taxes, employment taxes, income taxes and any other applicable federal, state or local taxes, including social security taxes, state disability insurance compensation, unemployment compensation, and payroll deductions, if any, in connection with the services contemplated hereunder;

6. To obtain, at its own expense, all necessary licenses, and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement;

7. That the City is relying upon the skills of the Contractor. The Contractor also agrees to perform all services contemplated by this Agreement in a first-class manner and shall conform to the highest and best professional standards of quality observed by a person practicing in the Contractor’s profession.
8. To provide the services contemplated by this Agreement as follows:

<table>
<thead>
<tr>
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</tr>
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<td>Inglewood Main Library</td>
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**ARTICLE 2 – CITY’S DUTIES**

The City hereby promises to provide all access, data, documents, information, and records reasonably within its possession or control as are necessary for the Contractor to perform the services contemplated by this Agreement.

**ARTICLE 3 – TERM**

The Term of this Agreement shall be for one (1) year starting, for the SFSP program, on June 12, 2023, through and including August 31, 2023; and for the CACFP – October 2, 2023, through and including June 6, 2024. At the City sole option, this Agreement may be extended for three additional years, but in one (1) year increments.

**ARTICLE 4 – COMPENSATION**

1. The Contractor shall be paid an annual not-to-exceed amount of up to Two Hundred and Two Thousand One Hundred and Thirty-Four Dollars and Ninety cents ($202,134.90), consistent with Exhibit “B,” and which work is faithfully performed. Said compensation shall be payable and based upon the following:
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<td></td>
<td></td>
<td><strong>$202,134.90</strong></td>
</tr>
</tbody>
</table>

2. The Contractor shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

3. Fees in Article 4 of this Agreement represent full compensation for the Contractor’s services rendered and include all compensation for any expenses incurred by the Contractor for providing services including, but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

4. The Contractor shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Contractor in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Contractor’s invoices.

5. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. the City Agreement number;
   d. project code number and title;
   e. description of services billed under this invoice;
   f. position title and hours worked;
   g. total amount for invoiced services;
h. total amount billed to date;

i. total amount remaining on the Agreement, and total Agreement amount.

6. The Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. Neither the Contractor, nor any of the Contractor’s officers, employees, or agents, shall obtain rights to retirement, health care, or any other benefits which may otherwise accrue to the City’s employees. The Contractor expressly waives any claim the Contractor may have to any such rights. The Contractor agrees to purchase its own worker’s compensation insurance for California.

8. The Contractor agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim against the City for reimbursement.

ARTICLE 5 – TERMINATION

1. This Agreement shall be subject to termination by the City at its sole discretion for convenience; or if it encounters conditions during the work contemplated hereunder that make it impossible or impracticable to proceed; or if the City is prevented from proceeding with the Agreement by law or by official action of a public authority; or if there is an unavailability of City Funds; or if the Contractor violates any material provisions of this agreement; or if the Contractor fails to provide the services required of this Agreement in a satisfactory manner as determined by the Parks, Recreation and Community Services.

2. In the event of the City’s termination of this Agreement due to no fault or failure of performance by the Contractor, the City shall pay the Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall the Contractor be entitled to receive more than the amount that
would be paid to the Contractor for the full performance of the Services required by this Agreement. The Contractor shall have no other claim against the City by reason of such termination, including any claim for compensation.

3. This Agreement shall be subject to termination by the Contractor with at least One Hundred and Eighty Days (180) advanced written notice to the City. In the event of termination of this Agreement due to no fault or failure of performance by the Contractor, the City shall pay the Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. The Contractor shall have no other claim against the City by reason of such termination, including any claim for compensation.

ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective Parties as follows:

CITY:
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

CONTRACTOR:
Tri Community Meals, LLC
100 Valley Drive
Pearl, Mississippi 39208

WITH COPY TO:
Sabrina Barnes, Director
Parks, Recreation and Community Services
One Manchester Boulevard
Inglewood, California 90301-1750

SERVICE OF PROCESS
1505 Corporation Corporate Creation
Network, Inc.
5901 W. Century Blvd
Los Angeles, California

ARTICLE 7 – INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by
the Contractor. Failure to maintain or renew coverage or to provide evidence of renewal may
be treated by the City as a material breach of contract.

Minimum Scope of Coverage

Coverage shall be at least as broad as indicated below:

1. Insurance Service Office Commercial General Liability coverage (occurrence form
   CG 00 01 11 85 or 11 88).

2. Insurance Service Office Form Number CA 00 01 06 92 covering Automobile
   Liability, Code 1 (any auto).

3. Workers’ Compensation insurance as required by the State of California and
   Employer’s Liability Insurance.


Minimum Limits of Insurance

The Contractor shall maintain these policies during the course of this Agreement and
shall cause all parties supplying services, labor, or materials to maintain the following
insurance in amounts not less than those specified below:

1. General Liability (including operations, products and completed operations):
   $4,000,000 per occurrence for bodily injury, personal injury, and property damage.
   If Commercial General Liability Insurance or other form with a general aggregate
   limit is used, either the general aggregate limit shall apply separately to this
   project/location or the general aggregate limit shall be twice the required
   occurrence limit.

2. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if
   Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no
   less than $2,000,000 per accident for bodily injury and property damage.

3. Workers Compensation: $1,000,000 per accident for bodily injury or disease.

4. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual
   misconduct and/or molestation with limits of not less than two million dollars
($2,000,000) per claim and two million dollars ($2,000,000) aggregate, and claims
for negligent employment, investigation, supervision, training or retention of, or
failure to report to proper authorities, a person(s) who committed any act of abuse,
molestation, harassment, mistreatment or maltreatment of a sexual nature.

5. Privacy and Network Security Coverage: Insurance coverage providing protection
against liability for privacy breaches (liability arising from the loss or disclosure of
confidential information no matter how it occurs); system(s) breaches; denial or
loss of Service; introduction, implantation or spread of malicious software code;
and, unauthorized access to or use of computer systems with limits of not less than
one point five million dollars ($1,500,000). No exclusion/restriction for unencrypted
portable devices/media may be on the policy.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the
Inglewood City Attorney's office. At the option of the City, either the insurer shall reduce or
eliminate such deductibles or self-insured retentions with respects to the City, its officers,
officials, employees and volunteers; or the Contractor shall provide a financial guarantee
satisfactory to the Inglewood City Attorney’s Office guaranteeing payment of losses and
related investigations, claims administration and defense expenses.

Other Insurance Provisions

The general liability policy and automobile liability policy are to contain, or be endorsed
to contain, the following provisions:

1. The City of Inglewood, its officers, officials, employees and volunteers are to be
covered as additional insureds with respect to liability arising out of automobiles
owned, leased, hired or borrowed by or on behalf of the Contractor; and with
respect to liability arising out of work or operations performed by or on behalf of
the Contractor including materials, parts or equipment furnished in connection with
such work or operations. General insurance, liability coverage can be provided in
the form of an endorsement to the Contractor's insurance, or as a separate owner’s
policy (forms CG 20 10 11 85 or CG 20 26 11 85).

2. For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either Party, except after thirty (30) days prior written notice has been given to the City by certified mail, return receipt requested.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A, VII.

Verification of Coverage

The Contractor shall furnish the City of Inglewood with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Inglewood City Attorney’s Office before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

The Contractor shall include all subcontractors as insureds under the Contractor’s own policies, or shall provide the City with each subcontractor’s separate evidence of insurance coverage. The Contractor shall be responsible for verifying that each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the City and the Contractor as additional insureds on the subcontractor’s General Liability
policy. The Contractor shall obtain the City's prior review and approval of subcontractor request for modification of the Required Insurance.

ARTICLE 8 – INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against, which the Contractor has agreed to indemnify Indemnitees as provided above, the Contractor, upon notice from the City, shall defend Indemnitees at the Contractor’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Contractor under this Article shall ensure Contractor’s obligations under this section, but the limits of such insurance shall not limit the liability of the Contractor hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of Contractor’s work.

ARTICLE 9 – AUDIT

The Contractor shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit, and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit, and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.
ARTICLE 10 – BOOKS AND RECORDS

The Contractor shall maintain any and all documents and records demonstrating or relating to the Contractor’s performance of services pursuant to this Agreement. The Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

ARTICLE 11 – OWNERSHIP OF DOCUMENTS

“Documents” as used in this paragraph means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of the Report, whether existing as electronic files or in hard copy. “Documents” does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant’s staff or between the Consultant and any subconsultants. All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of the termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desired other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the documents for any purpose
other than the Scope of Work contemplated by this Agreement, is at the City’s own risk and
without liability to the Consultant.

ARTICLE 12 -- INDEPENDENT CONTRACTOR

The Contractor enters into this Agreement as an independent contractor and not as an
employee of the City. The Contractor shall have no power or authority by this Agreement to
bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent
with this relationship or status. All employees, agents, contractors or subcontractors hired or
retained by the Contractor are employees, agents, contractors or subcontractors of the
Contractor and not of the City. The City shall not be obligated in any way to pay any wage
claims or other claims made against the Contractor by any such employees, agents,
contractors, or subcontractors, or any other person resulting from performance of this
Agreement. The City shall not have the right to direct and control the manner and means in
which the Contractor carries out the work contemplated by this Agreement. The City shall not
train nor provide instruction to the Contractor for the carrying out of the services
contemplated by this Agreement.

ARTICLE 13 -- NON-ASSIGNABILITY

The expertise and experience of the Contractor are material considerations for this
Agreement. The City has an interest in qualifications of and capability of the Contractor which
will fulfill the duties and obligations imposed under this Agreement. In recognition of that
interest, the Contractor shall not assign or transfer this Agreement or any portion of this
Agreement or the performance of any of the Contractor’s duties or obligations under this
Agreement without the prior written consent of the City. Any attempted unauthorized
assignment shall be ineffective, null and void, and shall constitute a material breach of this
Agreement entitling the City to any and all remedies at law or in equity, including summary
termination of this Agreement. The Contractor shall not assign any interest in this Agreement
and shall not transfer any interest in the same whether by assignment or novation, without
prior written approval of the City.

///
ARTICLE 14 – EQUAL EMPLOYMENT

The Contractor agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment, or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

ARTICLE 16 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Contractor and the City prior to the execution of this Agreement. No statements, representations or other
Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

**ARTICLE 19 – GOVERNING LAW; VENUE**

This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**ARTICLE 20 – MISCELLANEOUS**

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

_________________________
James T. Butts, Jr.,
Mayor

ATTEST:

_________________________
Aisha L. Thompson,
City Clerk

TRIO COMMUNITY MEALS, LLC

[Signature]

John Kirk,
Managing Director

APPROVED AS TO FORM:

_________________________
Kenneth R. Campos,
City Attorney
Attachment No. 2
APRIL 13, 2023

THE CITY OF INGLEWOOD

RESPONSE TO RFP-0199

CHILD AND ADULT CARE FOOD PROGRAM & SUMMER FOOD SERVICE PROGRAM

PRESENTED BY

TRIO Community Meals

COPY
Section VI: Proposal and Statement Page
**Bidder’s Proposal and Statement Page**

To the Mayor and City Council  
City of Inglewood  
Inglewood, CA 90301

**“CHILD AND ADULT CARE FOOD PROGRAM AND SUMMER FOOD PROGRAM”**

The undersigned proposes and agrees to furnish in accordance with the City’s specifications: **FOR ALL SERVICES AS DESCRIBED IN THE TECHNICAL SPECIFICATIONS.**

Proposers are to submit prices on the following meal types meeting the contract specifications set forth in Schedules B, and C, for meals to be delivered to all of the centers stated in Schedule A. The figures in the unit price schedule are +/- 10 serving per day.

<table>
<thead>
<tr>
<th>A. Meal Type¹</th>
<th>B. Estimated Servings Per Day²</th>
<th>C. Estimated Number of Serving Days³</th>
<th>D. Unit Price⁴</th>
<th>E. Total Price⁵</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>115</td>
<td>49</td>
<td>$2.72</td>
<td>$15,327.20</td>
</tr>
<tr>
<td>Lunch</td>
<td>295</td>
<td>49</td>
<td>$6.07</td>
<td>$87,741.85</td>
</tr>
<tr>
<td>P.M. Snack</td>
<td>80</td>
<td>49</td>
<td>$1.63</td>
<td>$6,389.60</td>
</tr>
<tr>
<td>Supper</td>
<td>85</td>
<td>151</td>
<td>$6.07</td>
<td>$77,908.45</td>
</tr>
<tr>
<td>Evening Snack</td>
<td>60</td>
<td>151</td>
<td>$1.63</td>
<td>$14,767.80</td>
</tr>
</tbody>
</table>

**Grand Annual Total:**  
DELIVERY via TRANSIT VANS & ELECTRIC TRANSPORT EQUIPMENT  
$202,134.90

**NOTE:** Total is to include all taxes and fees.

In the event of any inconsistencies or errors, the unit price (D) will take precedence.

**Instructions for completion of Unit Price Schedule above:**

1. The Agency shall indicate which meal types the Vendor will be providing meals during the contract period (strike-out extraneous meal types in Column A). If unitized meals will be required, the Agency must indicate so by placing unitized meal in parenthesis after the meal type.

2. The Agency shall fill in the estimated number of meals that will be served each day (Column B) by meal type during the contract period.

3. The Agency shall fill in the number of anticipated operating days that meals will be served (Column C) during the contract period.

4. The bidder shall insert the appropriate unit price (Column D) for each meal type indicated by the Agency.

5. The bidder shall calculate the total price (Column E) by multiplying B x C x D.
APRIL 13, 2023

THE CITY OF INGLEWOOD

RESPONSE TO RFP-0199

CHILD AND ADULT CARE FOOD PROGRAM & SUMMER FOOD SERVICE PROGRAM

PRESENTED BY

TRIO Community Meals

COPY
A. COVER LETTER

April 13, 2023

RFP-0199
The City of Inglewood
Rocio Nunez, Procurement and Contracts Coordinator
Purchasing and Contract Services Division
One Manchester Boulevard
Inglewood, CA 90301

Dear Rocio and members of the City of Inglewood RFP-0199 evaluation committee,

Thank you for the opportunity to present our proposal to provide meals for the City of Inglewood’s SFSP and CACFP. We would be honored to provide meals once again for your programs.

Our proposal includes meal preparation by TRIO at the City of Inglewood’s Kitchen located at 111 N. Locust St, Inglewood, CA 90301. Our local Inglewood team led by Hector Ortega continues to excel in quality meal production. We would like to bring these quality meals to your programs.

We provided delivery options enabling you to select the best delivery plan for your program. In each delivery scenario, TRIO is committed to providing exemplary service.

The individual authorized to represent TRIO Community Meals for the purposes of this proposal is:

Name: John Kirk
Title: President, Community Meals
Office Location: 100 Valley Drive, Pearl, MS 39208
Telephone Number: 601.664.3221
Fax Number: None
E-mail address: john.kirk@triocommunitymeals.com

As Client Partnership Director, Donna Doran is available to answer any questions regarding our proposal. She can be contacted via e-mail at donna.doran@triocommunitymeals.com or phone at 601.594.0252.

We appreciate your consideration.

With kind regards,

[Signature]

John Kirk
President, Community Meals
john.kirk@triocommunitymeals.com

[Signature]

Donna Doran
Client Partnership Director, TRIO Community Meals
donna.doran@triocommunitymeals.com
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C. STATEMENT DESCRIPTION
Section I: Executive Summary
Expertise and Strengths

As the largest provider in the country, TRIO Community Meals has partnered with child and adult nutrition programs nationally for more than 50 years.

Today, TRIO operates out of 89 Central Kitchens in 26 states, serving over 600 client agencies. Through the years, TRIO has perfected our operational processes and procedures to provide a quality meal and exemplary service. As a subsidiary of Elior North America, TRIO provides our teams with industry-leading health and wellness experts, innovative technology solutions, team and leadership training and development, and the scale to deliver the exceptional menu you expect at the best possible value.

125 mil Meals Produced Annually

1,700+ Team Members

89 Central Kitchens

11 TRIO Dietitians

Congregate and home-delivered meals to nourish children and seniors

Develop, prepare, package, and deliver meals to communities every day

Centrally located, operationally efficient and ready to serve

Plan nutritious meals that taste great and promote health and well-being

Elior North America’s corporate headquarters are located at:

101 N Tryon Street
Suite 525
Charlotte, NC 28202
Providing great meals to students and being a trusted member of our partner communities will always be our commitment.

62 Years at a Glance

2022
TRIO's Client satisfaction scores at all time high! 98.66% Retention Rate. Company positioned to respond to the growing senior population and their well-being.

2020
TRIO Community Meals responds to COVID-19 crisis providing more than 20 million emergency meals in addition to uninterrupted meal service to its network of 270,000 vulnerable seniors.

2019
Five-year renewal of the OAA providing a 35% increase in funding over that time.

2018
Bateman Community Living joins Elior North America.

2012
Valley joins the Elior North America family of companies, along with Lindley Food Service.

2001
Traditions begins producing frozen and shelf-stable meals to reach more communities.

1981
Lindley Food Service begins foodservice management.

1977
Valley begins contract with Older Americans Act Senior Nutrition Programs in Mississippi.

1965
Older Americans Act (OAA) enacted.

1960
Valley Services, Inc. begins foodservice management.

Our mission starts with a simple idea:

That Every Child Deserves a Great Meal.
Section II:
Proposed Approach
TRIO’S APPROACH

Our approach to providing Summer Food Service Programs (SFSP) and Child and Adult Care Food Programs (CACFP) centers on children receiving nutritious, great-tasting, quality meals. To achieve the best meal program for the City of Inglewood, TRIO’s approach focuses on Menu Development, the Central Kitchen, Production Procedures, Logistics, and Procurement.

Menu Development

TRIO will develop the menus and provide supporting documentation for your program. A TRIO registered dietitian with in-depth knowledge of your program will lead the menu development process, ensuring we meet all requirements.

TRIO’s team of registered dietitians is dedicated to writing menus for child and senior nutrition programs. They are fully versed in creating menus your participants enjoy while meeting Federal, State, and Agency nutrition requirements. As part of their professional development, TRIO’s dietitians attend continuing education on current research in nutrition, bringing updated nutrition practices to positively impact your participants.

Creating great menus involves a multitude of core elements. Therefore, we develop your menus focusing on these criteria and best practices:

- We meet or exceed the U.S. Department of Agriculture (USDA) requirements set out in Schedule B of your RFP.
- We meet the SFSP and CACFP meal patterns.
- We plan meals in accordance with the menu cycle that appears in Schedule C of your RFP.
- Three of the five lunches/suppers provided per week will be hot meals.
- We provide meals that reflect your students’ regional taste preferences and favorite dishes infused with new recipes.
- Eye-appealing meals are planned with a balance of color, texture, consistency, flavors, and seasonal ingredients.
- Our operational standards ensure that our food can withstand transportation, so we can deliver a quality, appetizing meal every time.
- We prioritize fiscal responsibility of your funds without sacrificing quality.
Central Kitchen: Inglewood

TRIO will continue to prepare fresh meal daily from the City of Inglewood kitchen located at 111 N. Locust St, Inglewood, CA 90301. The Inglewood facility is located closer to your centers which decreases transportation time and opportunity for meals to breakdown.

Production

Production procedures to provide breakfast, lunch, snacks and supper are thoughtfully planned to ensure a quality meal is served. Throughout production, the food service director will be on-site.

To ensure a great meal program, we implement the following production procedures and protocols:

- We will prioritize scratch-made food to give seniors the homemade flavors they enjoy.
- Pre-made items will be of good quality and kept to a minimum.
- Our teams will follow an organized plan for pre-prep of the next day’s service, setting a foundation for a well-planned delivery.
- Our teams will follow the standardized recipes designed for this program by accurately measuring and weighing ingredients and following recipe directions.
- We will follow our strict food safety protocols, outlined in our food safety section.
- We will plan production procedures and delivery routes to deliver the freshest possible food.
- We will minimize food waste.
- We will adhere to the approved menu by procuring ingredients in advance of production. If a menu change is necessary, we will submit the substitution in writing three days before serving. We will communicate menu changes to the impacted nutrition sites.

Food Portioning and Packaging for Transport

Our teams portion hot, bulk food items such as entrees and vegetables into stainless steel pans, being careful not to overfill the pan. The hot food pans are then covered with plastic film, foil, and a stainless-steel lid to prevent spillage in transit.

- Bread is transported on bread racks taking extra caution to avoid being smashed.
- Fresh fruit is transported in containers that prevent crushing, smashing, or bruising.
- Desserts are transported on sheet pans covered with parchment paper and then plastic film.
- Cold items are transported in ice chests layered with ice sheets.

The team labels all transport equipment to ensure all items on the vehicle are delivered to the correct centers.
Logistics - Delivery Options

We understand the importance of meal delivery to align with your program’s mission. We have provided these delivery options for your selection.

Pricing is provided in our Proposal and Statement Page.

1. TRANSIT VAN WITH ELECTRIC TRANSPORT EQUIPMENT

The Ford or Chevy Transit Van provides adequate storage to transport meals to your centers. All hot food pans are transported in electric transport equipment. Cold items are transported in ice chests layered with sheets of ice. Drivers load vehicles by the center with the last delivery loaded first. TRIO will store our vehicles overnight at our Huntington Park facility.

2. THERMOSTATICALLY HEATED AND COOLED DELIVERY VEHICLES

Currently, we spec the F-250XL Super Cab HD modified with the Hotshot 8 series. This option provides thermostatically controlled separate hot and cold compartments and requires no insulated transport equipment. Temperature monitors are placed inside the storage and cab. Drivers load vehicles by the center with the last delivery loaded first. TRIO will store our vehicles overnight at our Huntington Park facility.

3. DELIVERY OF MEALS BY THE CITY OFINGLEWOOD

TRIO would prepare, package, and organize meals for delivery by your team and vehicles. Meals will be picked up by your team at the Inglewood facility. Our team will organize all items by center and route for ease of pickup by your drivers.

Procurement

All foods, supplies, chemicals, and other products are procured through contracts with approved, reputable vendors. Approved vendors have been thoroughly vetted for safety standards, quality, and consistency. We will procure foods that meet or exceed the standards stated in the RFP.

Our distribution contract with Sysco gives us priority in the distribution channel, which has been extremely valuable during severe product shortages.

We source the following from reputable local vendors:

<table>
<thead>
<tr>
<th>Food</th>
<th>Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk</td>
<td>Altadena</td>
</tr>
<tr>
<td>Bread</td>
<td>Bimbo Bakery</td>
</tr>
<tr>
<td>Produce</td>
<td>Nature Produce</td>
</tr>
</tbody>
</table>
WORKING WITH YOU

CLIENT COMMUNICATION
TRIO’s food service director and area manager will communicate directly with your agency regarding meal service and delivery. Additionally, TRIO will engage in regularly scheduled meetings and checkpoints to review concerns, adjusting meal service to meet optimal acceptance.

CLIENT PARTNERSHIP REVIEW
At a minimum of once a year, we would like to conduct an in-depth program review with your agency. The review is an excellent opportunity to look back on the year’s accomplishments and successes, discuss areas of concern that require our improvement, and ensure we align with your future goals.

In attendance from TRIO includes the area manager and client partnership director, at a minimum. The senior vice president of operations and the regional manager often join the meeting as well.

ACCOUNT OPERATING STANDARDS
TRIO implements operating standards at every one of our accounts to ensure an efficient and effective workforce, competent service personnel, effective menu planning and implementation, quality food and supplies, operation safety and sanitation, and regulatory compliance. These standards are used in conjunction with annual District Manager Audits to define areas for improvement.

CLIENT SATISFACTION SURVEYS
We conduct an annual client satisfaction survey through a third party, ensuring that the survey results accurately represent our clients’ perspectives. The survey measures our performance on the following key satisfaction drivers:

- Customer Loyalty
- Food Quality
- Service
- Sanitation
- Delivery
- Sustainability
- District Manager Performance
- Food Service Director Performance

The survey results receive close attention, from our executive team to the account operators. Each local team develops an Success Plan detailing steps for improvement with due dates.
DISTRICT MANAGER AUDITS

TRIO’s district manager audits ensure that our local teams meet your expectations and carry out our standards of operation. All of our district managers are experienced professionals who prioritize client satisfaction and first-rate operations. This comprehensive audit addresses all aspects of a CACFP or SFSP. The main categories include:

- Financial Management & Administration
- Delivery Equipment
- Vehicles
- Team Member Engagement & Training
- Client & Customer Service
- Meal Production & Packaging
- Sanitation & Food Safety
- Workplace Safety
OUR PHILOSOPHY

TRIO’s management philosophy is built on strong client partnerships and a great local team. As describe in the previous section, we will forge a partnership with your team with communication and collaboration.

We will build upon our great local team in Inglewood to provide quality meals for your program. As a nationwide industry leader, TRIO has access to top talent internally and externally, allowing our teams to grow and morale to flourish.

Our staffing plan begins with determining the positions required to meet your program requirements, including detailed roles and responsibilities of each position as well as proper wages.

Secondly, we recruit within the local communities, conduct interviews, and select the best candidate for each position. Lastly, TRIO provides a comprehensive onboarding through our MyEliorJourney program.

TRIO is committed to retaining our qualified team members. Highlights of our retention strategy include:

- Hiring the right team members with the right skills
- Comprehensive onboarding processes
- Providing continuous training that empowers team members to do their best
- Fostering a culture of safety
- Promoting teamwork
- Cultivating a positive work environment
- Providing opportunities for advancement

PURPOSE

Just like you, at TRIO Community Meals, we are dedicated to and deeply passionate about providing good food that builds student bodies and minds.

PEOPLE

Making a difference in the lives of the people we serve is driven by our spirit of service and commitment to the relationships with our partners.

PROGRAMS

Every meal program is built on an established foundation of procurement efficiencies, production and logistic capabilities, and the ability to provide nutritious, delicious meals.
NEW TEAM MEMBER TRAINING

Each new team member completes mandatory food safety training, and those with supervisory-level positions must complete an approved American National Standards Institute food safety manager certification course.

MANAGEMENT TRAINING

Developing our team leaders is at the heart of TRIO’s core values. As a people-focused company, we want to be certain that our directors and managers are prepared for success in leading your food service operations. Our parent company provides a comprehensive onboarding plan for new managers called My Elior Journey, which includes the New Manager Guidebook.

This guidebook provides a fundamental learning plan and contains all the resources and information that new TRIO managers need to acclimate during their first week. The plan continues through a new manager’s first 60 days, fostering continuous performance improvement. New managers also work closely with peer mentors who provide support during this unique learning experience.

We always aim to provide the right programs to improve each employee’s skills and knowledge. With each completed training course, TRIO team members gain a sense of empowerment that contributes to the culture of passion and commitment that TRIO strives to develop in our team.
FOOD SAFETY AND WORKPLACE SAFETY TRAINING

We believe that each one of us is responsible for creating a culture of safety – one where no one gets hurt and where we ensure the highest standards of cleanliness. We achieve this culture of safety with proper training and by working together every day to keep ourselves and each other accountable for our own safety and the safety of our team members and those we serve.

Each new team member completes mandatory food safety training, and those with supervisory-level positions must complete an approved American National Standards Institute food safety manager certification course.

Known as our SAFE training, this mandatory monthly training complements our food safety and workplace safety protocols, keeping safety at the heart of our operations.

Monthly training modules include:

- Cleaning and Sanitizing
- Temperatures: Cooking, Holding, Cooling, Reheating
- Receiving and Storage Practices
- Labeling and Date Marking
- Norovirus & Hand washing
- Hand Washing & Illness Reporting
- Slip & Fall Prevention
- Ergonomics
- Burns and Reporting Injuries
- Chemical Safety
- Emergency Response
- Strain & Sprain Prevention
Safety and Sanitation Procedures

FOOD SAFETY

Food safety is at the forefront of TRIO operations. We care about the people we serve each day and we are committed to ensuring that the food we serve uses quality ingredients, safe food handling procedures, is safe to consume, and prepared with integrity.

Elior North America’s Food and Workplace Safety Committee drives programs with updated safety protocols. As part of this committee, TRIO’s Director of Safety and Operational Excellence supports TRIO operations in their commitment to safety and sanitation. TRIO’s food safety policies and procedures are reinforced through continuous education including monthly training programs and online tools including Elior University.

All managers must pass an approved food safety manager certification course (e.g. a full-day ServSafe class) and recertification is required at least every five years, sometimes earlier depending on local regulatory requirements. A ServSafe Manager must be on site at all times during operating hours. All of TRIO’s food service directors are Seafood HACCP certified. TRIO also provides allergen and gluten awareness training to all team members.

HANDWASHING PROCESS

1. Wet hands with warm water that is 100°F or above.
2. Apply soap.
3. Vigorously scrub hands and arms for 20 seconds. Be sure to clean under fingernails and between fingers.
4. Rinse thoroughly with running water.
5. Dry hands and arms with a single-use towel.

ASH YOUR HANDS BEFORE:
- Starting a shift
- Having a break
- Returning from a break
- Getting or giving food
- Handling money
- Touching the face or body
- Eating
- Smoking
- Using the restroom

WASH YOUR HANDS AFTER:
- Taking out the trash
- Sneezing, coughing or using a tissue
- Handling chemicals
- Handling money
- Touching the face or body
- Eating
- Smoking
- Using the restroom

The above information is based on the FDA Food Code 2018. Follow local regulations for additional or stricter requirements.
FOOD SAFETY MANUAL

We recognize that food—and the way we store, prepare, and serve it—can significantly impact the health and wellbeing of our clients and customers. For that reason, TRIO maintains a Food Safety Manual that is kept in the Food Service Director’s office at each kitchen for reference and updates. The Food Safety Manual is designed to be easily accessible and comprehensive for all team members. We have included the manual’s table of contents below and the complete manual is appended to this response.

Our Food Safety Manual provides TRIO team members the guidance to:

- Recognize their responsibilities as food service workers
- Prepare food in a manner that promotes food safety
- Identify and mitigate risks of food contamination and foodborne illness
- Ensure our facilities meet our standards for cleanliness and sanitation
- Conduct quality assurance and food safety audits and inspections
PROCEDURES FOR RECORD-KEEPING

TRIO's food safety system consists of an extensive set of temperature charts and receiving records to log every step of the process.

This documentation includes:

- Documentation of training for team members on food safety
- Documentation of health reporting requirements
- Receiving condition and temperatures of products delivered by vendors
- Temperatures of products held prior to production
- Temperatures of foods in production
- Time and temperature of prepared products as they are held for services
- Temperatures monitored for cooling as part of the food preparation process
- Calibration of thermometers used in the operation
- Driver training to ensure food handling protocol is observed at all times

This is not a complete listing but serves as an example of the diligence with which we monitor the safety of our food products. Ingredients and recipes used in food preparation will be kept on file as required by state regulation. Electronic copies of these records and others including vendor invoices, food safety audits, and health inspections will be held on file for the duration of the contract. TRIO's system ensures adherence to quality standards, food specifications, and inventory control.

ESTABLISHING MONITORING PROCEDURES AND IDENTIFYING CORRECTIVE ACTIONS

Food monitoring is a standard operating procedure established within our food safety program. We have developed specific temperature monitoring logs that comply with federal and state regulations for food temperature control.

Temperature records are used to document that proper temperatures are being reached and maintained during preparation and production.

All logs are reviewed by supervisors for compliance and require signoff to ensure they meet the standards for keeping food safe.
SANITATION AUDITS AND TRACKING

In accordance with the Health Department regulations as well as TRIO's safety and sanitation practices as outlined in this proposal, TRIO will comply with your cleaning requirements. TRIO follows a master cleaning schedule to ensure that routine cleanings are done in a timely fashion. All chemicals used for cleaning are stored separately from all food.

We have developed additional materials including detailed cleaning data sheets that are being implemented in all units.

![Sample pages from our Food Safety and Sanitation Audit]

The sanitation of our facilities is so important to us that in addition to our industry-standard food and facility safety protocols, TRIO has partnered with Ecolab to conduct EcoSure Food Safety Audits. These audits hold TRIO teams to a higher standard than traditional local health departments, ensuring we go above and beyond to keep seniors safe. EcoSure auditors are independent from TRIO and trained to follow a rigorous protocol, with the added stewardship of adapting to local and regional markets. This proactive approach to health code inspections eliminates the concern of corrective actions as a result of the annual visit from local Health Departments.

HEALTH INSPECTION TRACKING

TRIO's health inspection tracking tool will help managers by making it easier to log inspection results and allow the TRIO food safety team leads access to the insights from these inspections.

FOOD SAFETY CERTIFICATION TRACKING AND REPORTING

TRIO utilizes a tracking system to ensure all team members are up-to-date in their food safety training. Upon completion, the system tracks the status for all individual certifications. In addition, employees are required to submit information from their food safety and allergen certificates as proof of compliance. Employees will submit key information from their food safety and allergen certificates and upload a copy or photo.
WORKPLACE SAFETY

At TRIO, our team members share a passion for food, service, and excellence. Workplace safety is at the core of our shared passion—without a focus on safety, nothing else we do is possible.

Our workplace Safety Motto, **STOP. THINK. ACT.** is a call to action – no matter what our employees are doing, if they see anything that could jeopardize their safety, or that of another team member or guest, they will: **STOP** what they are doing; **THINK** about how they can correct the situation; and **ACT** to ensure the risk is eliminated. They will also inform management and ensure the correction is made or communicated.

The Safety Motto campaign kicked off with a letter from Olivier Poirot, President & CEO of Elixor North America, calling on team members to foster a safety culture in their operations. Over several weeks, team members signed a safety pledge and shared occasions in which they avoided a workplace accident by following the motto. The campaign heightened the team’s awareness of workplace safety, effectively reducing workplace accidents.

**Safety Programs**

TRIO implements safety programs to keep food and workplace safety top of mind for all employees. A few recently launched programs include:

**Safety Champion**

Every TRIO kitchen has a Safety Champion to bring awareness to safety programs throughout the team. Safety Champions are key safeguards to mitigate accidents by reinforcing food and workplace safety protocols and updating safety boards with valuable information. Additionally, they bring forth safety risks to the management team, thus eliminating potential hazards.
TEAM CERTIFICATIONS

SEAFOOD HACCP ALLIANCE
in cooperation with
THE ASSOCIATION OF FOOD AND DRUG OFFICIALS
present this
Certificate of HACCP Course Completion
to
Hector J Ortega

Having completed the Association of Food and Drug Officials/Seafood HACCP Alliance "Heat-Process" certified Award analysis and Critical Control Point (HACCP) course conducted by the Institute of Food Technologists, additional credit was obtained and completed through the International Committee on Microbiological Criteria for Foods, the FDA Food and Drug Administration, and the National Academy of Sciences. The course content is based on this voluntary standard. The course was reviewed by experts in food microbiology, and the training materials were reviewed by the FDA and the NCIMPAC. This course met all the standards outlined in the course description.

10104-021720-57635
North Hills CA 2/17/2020

360training.com

Certificate of Completion
This certifies that
HECTOR ORTEGA
is awarded this certificate for
Food Safety HACCP for Retail Food Establishments
Credit Hours: 16
Completion Date: 2/19/2019

ServSafe

CERTIFICATION
HECTOR ORTEGA

In accordance with the National Restaurant Association, the Food Handler Certification Program is designed to help food handlers develop the knowledge, skills, and attitude necessary to provide safe food to their customers. This program is designed to meet the requirements of the California Food Code and the Safe Food Law.

1492627
12/01/2007

CERTIFICATE OF COMPLETION
IS AWARDED TO
NORMA L GARCIA
FOR SUCCESSFUL COMPLETION OF THE
California Food Handler Training Certificate Program
THIS COURSE SUCCESSFULLY MEETS THE REQUIREMENTS FOR THE CALIFORNIA FOOD HANDLER CARD

ANAB
ANAB National Association Board
CERTIFICATE HOLDERS
Donald Voo
1234567890123

CERTIFICATE OF COMPLETION
IS AWARDED TO
MONICA M RODRIGUEZ
FOR SUCCESSFUL COMPLETION OF THE
California Food Handler Training Certificate Program
THIS COURSE SUCCESSFULLY MEETS THE REQUIREMENTS FOR THE CALIFORNIA FOOD HANDLER CARD

ANAB
ANAB National Association Board
CERTIFICATE HOLDERS
Donald Voo
1234567890123
DESCRIPTION OF ROLES AND RESPONSIBILITIES

Food Service Director, Hector Ortega
8 hours/day | 5 days/week
- On-site 40 hours/week to oversee the program

Food Service Worker
8 hours/day | 5 days/week
- Preps ingredients
- Pans all prepared food items for each site
- For each center, loads foods in transport equipment
- Counts and organizes snacks and other bulk items for each site
- Assists the cook as needed

Cook
4 hours/day | 5 days a week
- Prepares scratch-made items using standardized recipes
- Follows the planned menu

Driver (if delivery option is selected)
4-6 hours/day | 5 days/week
- Counts, organizes, and loads meal items onto delivery vehicle
- Records and monitors food temperatures
- Delivers meals to each location
- Cleans and sanitizes vehicles
- Monitors vehicle maintenance
- Reports to Food Service Director all comments received from sites
Section III: Organizational Chart and Team Identification
BUILDING A GREAT TEAM

A team’s morale is at its highest when every person performs to the top of his or her ability. As a nationwide industry leader, TRIO has access to top talent internally and externally, allowing our partners to grow and team morale to flourish. Our staffing plan begins with determining the positions required to meet your program requirements, including detailed roles and responsibilities of each position as well as proper wages.

Secondly, we recruit within the local communities, conduct interviews, and select the best candidate for each position. Lastly, TRIO provides a comprehensive onboarding through our MyEliorJourney program.

Team Member Retention

TRIO is committed to retaining our qualified team members. Highlights of our retention strategy include:

- Hiring the right team members with the right skills
- Comprehensive onboarding processes
- Providing continuous training that empowers team members to do their best
- Fostering a culture of safety
- Promoting teamwork
- Cultivating a positive work environment
- Providing opportunities for advancement

SUPPORTING THE LOCAL TEAM

TRIO Community Meals will provide industry-leading service and support on an on-going basis. TRIO’s dedicated District Manager will work throughout the partnership to ensure quality control, food safety, variety in menu planning, recipes that are ethnically-inspired, medically-tailored meals, and ongoing research and development. TRIO’s Director of Menu Systems will be your expert resource to support the local team in developing menus that meet your expectations, contractual requirements, nutritional needs of residents, and financial guidelines. Information Services will support any IT needs, as well as remote and onsite assistance. Additionally, the human resource team will support the transition and continue throughout our collaboration. As your partner, TRIO understands the importance of compliance with regulatory state and healthcare standards, and our team will be committed to ensuring superior compliance and exceptional menus and service to your participants.
A. Organizational Chart

OUR TEAM IN INGLEWOOD

Throughout our contract, TRIO will employ a dedicated Food Service Director (FSD) who has a working knowledge of CACFPs and SFSPs. TRIO will continue to employ a minimum of one California-licensed Registered Dietitian (RD)(LDN).

- **LISA JACKSON**
  Regional Manager

- **JOEL MEDINA**
  Area Manager

- **HECTOR ORTEGA**
  Food Service Director

- **Amanda Ochoa, RD**
  Menu Systems Specialist

- **COOK**

- **COOK HELPER**

- **PRODUCTION WORKERS (2)**
B. Team Identification

BUSINESS STRUCTURE

TRIO Community Meals is a Limited Liability Company.

**Headquarters:** 100 Valley Drive, Pearl, MS 39208  
**Local Office(s):** TRIO has many California operations. Three nearby operations include:  
111 N. Locust Ave, Inglewood, CA 90301  
3355 E Gage Ave, Huntington Park, CA 90255  
8329 De Celis Place, North Hills, CA 91343  
**Telephone Number:** 844.773.0370  
**Fax Number:** None  
**Email address:** lisa.bishop@triocommunitymeals.com  
inglewood@triocommunitymeals.com  
joel.medina@triocommunitymeals.com

PARENT COMPANY

Elior North America, headquartered in Charlotte, North Carolina, is the parent company of TRIO Community Meals. There are five industry segments and 12 distinct hospitality companies in the Elior North America family of companies. The 12 companies combined represent 50 years of industry experience and 15,000 team members united in our passion for food, service, and excellence.

The mission of all Elior North America companies is to provide healthy, delicious meals every day to every customer so they can feel their best, and in turn, help our business partners be their best.
GENERAL PARTNERS/OWNERS

TRIO is a publicaly traded company. John Kirk is the President of TRIO Community Meals:

john.kirk@triocommunitymeals.com
601.664.3221

INDIVIDUALS TO BE ASSIGNED

Hector Ortega, Food Service Director, Inglewood
Responsibilities: Reports to the Area Manager. Responsible for the overall operation of the North Hills central kitchen, including creating and implementing daily production schedules and ensuring meals are cooked and delivered on time daily; managing food and labor costs; hiring and managing a production and delivery team, creating monthly budgeting of profit/loss statements; and maintaining a fleet of delivery vehicles.

Joel Medina, Area Manager
Cell: 562.305.1027 | Fax: 562.218.2814 | joel.medina@triocommunitymeals.com
Responsibilities: Reports to Regional Manager. Oversees two TRIO Central Kitchens in the Los Angeles Area with a 2-member management team and hourly.

Lisa Jackson, Regional Manager
Cell: 408.422.2501 | lisa.jackson@triocommunitymeals.com
Responsibilities: Reports to Sr. Vice President. Supervises all senior and child meal programs on the west coast.

Anna Roberts, Sr. Vice President
Cell: 601.664.3142 | anna.roberts@triocommunitymeals.com
Responsibilities: Oversees those who manage the daily operations of TRIO Community Meals in order to achieve the budgeted contribution to the fixed overhead, client and customer satisfaction, team member training and development objectives and operational support for new sales.

Amanda Ochoa, RDN, Menu Systems Dietitian
Cell: 504.905.2282 | amanda.ochoa@triocommunitymeals.com
Responsibilities: Creates all menus ensuring they meet contract requirements. Reports to the Director of Menu Planning.

SUPERVISION OF THE PROJECT TEAM

Hector Ortega will be responsible to the day to day operation.
SUB-CONSULTANTS
TRIO will not use any sub-consultants.
Section IV: Team Description, Experience and Accomplishments
A. Project Manager

Hector Ortega, Food Service Director

PROFESSIONAL EXPERIENCE

- Food Service Supervisor for the Long Beach Culinary Center. A total of 16 years with the company
- Competent in the following areas: Food Production, Purchasing, Staff Training, Client relations, Inventory Cost Control, Quality Control/Quality Assurance, Safety and Sanitation.
- ServSafe Certified and Food Handler Certified

TRIO COMMUNITY MEALS
2019 – Present: Food Service Director, Inglewood Senior Center

MORRISON HEALTHCARE INC.
2014 – 2019: Food Service Supervisor, Long Beach Culinary Center
2005 – 2014: Food Service Driver, Cook, Long Beach Culinary Center

CENTRAL JUVENILE
2002 – 2005: Food Service Worker, Morrison Management Services

WEINGART CENTER HOMELESS SHELTER
1994 – 2002: Supervisor

B. Other Key Personnel

On the following pages, we have included resumes for all key personnel who will be assigned to this project.
Lisa Bishop
DIRECTOR OF OPERATIONS

Education
California State University
Bachelor’s Degree,
Hospitality & Food
Service Management
Dietary Service
Supervisory Certification

TRIO Community Meals
Director of Operations | 2017–Present
• Supplied all senior meal programs on
  the west coast.
• Responsible for training management and
  staff, client menu planning, communications,
  logistics planning, nutrient analysis and total
  P&L accountability for all accounts.

Bateman Community Living
Regional Manager | 2013–2017
• Acted as multi-unit manager for senior
  nutrition programs.
• Managed staff of 40 and staffed & directed
  three high-volume commercial kitchens.
• Oversaw menu design and planning.
• Oversaw P&Ls and budgeting as it
  pertains to account.
• Maintained excellent relationships with
  customers, guests and clients.
• Developed and implemented new programs
  in conjunction with senior nutrition program.

Cambridge Healthcare
Food Service Director | 2009–2013
• Oversaw multiple units to ensure
  compliance standards met for annual
  survey/inspection.
• Conducted Quarterly training seminars for
  food service directors.
• Proctored and administered ServSafe test
  for all food service staff.
• Directed and managed 13 nursing homes/
  facilities’ dietary departments.
• Oversaw annual budget of $3.5 million.
• Was responsible for budgeting, forecasting,
  training, hiring, administering performance
  evaluations, and scheduling IDT, MDS, Title
  22, Hippa experience.
Hector Ortega
FOOD SERVICE DIRECTOR

Certifications
ServSafe Certified
Food Handler Certified

TRIO Community Meals
Food Service Director | 2019–Present
Inglewood Senior Center

Morrison Healthcare Inc.
Food Service Supervisor | 2014–2019
Long Beach Culinary Center

Food Service Driver, Cook | 2005–2014
Long Beach Culinary Center

Central Juvenile
Food Service Worker | 2002–2005
Morrison Management Services

Weingart Center
Homeless Shelter
Supervisor | 1994–2002

Professional

Experience
Food production
Purchasing
Staff training
Client relations
Inventory cost control
Quality control/quality assurance
Safety and sanitation
Certifications
HACCP
ServSafe Certified
Food Handler

TRIO Community Meals
Area Manager | 2019–Present
• Responsible for food production, purchasing,
• Manages staff and oversees training
• Develops client relations
• Oversees inventory, cost control, and quality assurance.
• Oversees proper safety and sanitation procedures for the Los Angeles area contracts.
• Supervises all of the central kitchens in the Los Angeles area under TRIO Community Meals and reports to the Regional Director of Operations.

Food Service Director | 2011–2019
• Managed food production, purchasing, staff training, client relations, inventory cost control, quality control/quality assurance, safety and sanitation.

Morrison Healthcare
Director of Food Service | 2011–2018
Assistant Director | 1997–2011

Morrison Management Services
Shift Supervisor, Cook | 1991–1997
Storeroom Supervisor | 1989–1991
Food Service Worker/
Satellite Driver | 1987–1989
Education
Mississippi College
Master’s Degree, Business Administration
Bachelor’s Degree, Accounting

Elior North America
Senior Vice President | 2022–Present
- Directs, administers, and coordinates the activities of the Seniors Division in support of policies, goals, and objectives.
- Oversees those who manage the daily operations of this division in order to achieve the budgeted contribution to the fixed overhead, client and customer satisfaction, team member training and development objectives, and operational support for new sales.

TRIO Community Meals
Senior Finance Director | 2014–2022
- Worked with business partners to create strategic plans to meet financial goals.
- Tracked actual performance compared to projections.
- Worked with shared services team to ensure proper and timely processing of accounting activities.
- Communicated financial performance with corporate finance and senior management teams.

Payment Alliance International
Controller | 2005–2014
- Managed accounting staff.
- Developed new business processes to streamline accounting duties.
- Prepared monthly reporting package that included 13 month trends, budget vs. actual comparisons, product profit/loss statements, balance sheet highlights, etc.
- Built profit/loss models within Excel to run “what if” scenarios for new products.
- Prepared yearly budget.
- Determined and quantified risks and opportunities for hitting/exceeding budget based on trends and any known market data.
- Worked directly with internal and external auditors to implement procedures for SOX compliance.
Section V: Contracting Track Record and Accomplishments
# Contracts with the City of Inglewood

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Contract Value</th>
<th>Scope of Work</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Inglewood Senior</td>
<td>$795,000</td>
<td>Congregate and Home-Delivered Meals for the Senior Nutrition Program</td>
<td>Bharat ‘Baz’ Devlia, Food Services Manager <a href="mailto:bdevlia@cityofinglewood.org">bdevlia@cityofinglewood.org</a> 310.412.4360</td>
</tr>
</tbody>
</table>

## Similar Contracts

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Contract Value</th>
<th>Scope of Work</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Start</td>
<td>$400,000</td>
<td>Preparation and delivery of CACFP meals for Head Start and Early Head Start programs</td>
<td>Susan Miller, Health/Nutrition Manager 707.252.8931</td>
</tr>
<tr>
<td>Circle of Friends</td>
<td>$400,000</td>
<td>Preparation and delivery of CACFP meals for Head Start program</td>
<td>Rose Thomas, Program Director 707.425.2717</td>
</tr>
<tr>
<td>Human Services Association</td>
<td>$1,500,000</td>
<td>TRIO Community Meals and its subsidiaries have produced and distributed meals to the seniors of Los Angeles county for over 30 years.</td>
<td>Darren Dunaway, Associate Director 562.806.5400</td>
</tr>
<tr>
<td>Salt Lake County Aging &amp; Adult Services - Childcare</td>
<td>$200,000</td>
<td>Preparation and delivery of bulk senior center and daycare meals; packaging of home-delivered meals.</td>
<td>Kathleen Bailey, Facility Manager 385.468.1840</td>
</tr>
<tr>
<td>OneGeneration ADC</td>
<td>$1,200,000</td>
<td>Preparation and delivery of congregate and home delivered senior meals.</td>
<td>Kenneth Kang, CFO, COO 818.708.6635</td>
</tr>
</tbody>
</table>
MENUS
**SAMPLE MENUS**

On the following pages, we provide the proposed menus.
## City of Inglewood  CACFP | Sample Menus

<table>
<thead>
<tr>
<th>Meals and Required Components</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUPPER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milk</td>
<td>Milk 2% (1 each)</td>
<td>8 oz</td>
<td>Milk 1% (1 each)</td>
<td>8 oz</td>
<td>Milk 1% (1 each)</td>
</tr>
<tr>
<td>Meat/Meat Alternate</td>
<td>Beef Patty</td>
<td>1 each (2 oz ea)</td>
<td>Chicken Salad Sandwich</td>
<td>1/2 cup (2 oz M/MA)</td>
<td>Chicken Alfredo</td>
</tr>
<tr>
<td>Vegetables</td>
<td>Tater Tots</td>
<td>1/2 cup</td>
<td>Green Bean Salad</td>
<td>1/2 cup</td>
<td>Italian Vegetable Blend</td>
</tr>
<tr>
<td>Fruit</td>
<td>Pineapple Tidbits</td>
<td>1/4 cup</td>
<td>Peaches</td>
<td>1/4 cup</td>
<td>Pears</td>
</tr>
<tr>
<td>Grains</td>
<td>Whole Wheat Hamburger Bun (77 grams)</td>
<td>1 each (2.5 oz eq)</td>
<td>Whole Wheat Bread (32 grams)</td>
<td>2 slices (2 oz eq)</td>
<td>Whole Wheat Bread (32 grams)</td>
</tr>
<tr>
<td>Other Foods</td>
<td>Mayo, Ketchup, &amp; Mustard</td>
<td>1 each</td>
<td>Shredded Lettuce</td>
<td>1/4 cup</td>
<td></td>
</tr>
<tr>
<td><strong>EVENING SNACK</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Milk</td>
<td>1/2 cup (1 oz eq)</td>
<td>String Cheese (1 oz.)</td>
<td>1 each</td>
<td>String Cheese (1 oz.)</td>
</tr>
<tr>
<td></td>
<td>Fruit</td>
<td>1/2 cup (6 oz)</td>
<td>3/4 cup</td>
<td>100% Apple Juice (6 oz)</td>
<td>3/4 cup</td>
</tr>
<tr>
<td></td>
<td>Vegetables</td>
<td>1 each (2 oz eq)</td>
<td>1 each (1.75 oz eq)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fruit</td>
<td>1/2 cup (68 grams)</td>
<td>Cheet it Crackers (1.5 oz)</td>
<td>1 each</td>
<td>Breadstick</td>
</tr>
<tr>
<td></td>
<td>Grains</td>
<td>1 oz</td>
<td>1 oz</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Foods</td>
<td>Cheese Sauce</td>
<td>1 oz</td>
<td>Marinara Sauce</td>
<td>1 oz</td>
</tr>
</tbody>
</table>
### City of Inglewood CACFP | Sample Menus

<table>
<thead>
<tr>
<th>Meals and Required Components</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUPPER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milk</td>
<td>Milk 1% (1 each)</td>
<td>Milk 1% (1 each)</td>
<td>Milk 1% (1 each)</td>
<td>Milk 1% (1 each)</td>
<td>Milk 1% (1 each)</td>
</tr>
<tr>
<td>Milk (8 oz required)</td>
<td>8 oz</td>
<td>8 oz</td>
<td>8 oz</td>
<td>8 oz</td>
<td>8 oz</td>
</tr>
<tr>
<td>Meat/Meat Alternate (2 oz required)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Macaroni &amp; Cheese</td>
<td>1 cup (2 oz M/MA)</td>
<td>Turkey Salad Sandwich</td>
<td>1/2 cup (2 oz M/MA)</td>
<td>BBQ Rib Patty (3.10 oz)</td>
<td>Sliced Ham &amp; Am. Cheese</td>
</tr>
<tr>
<td>(1/2 cup required)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetables</td>
<td>Capri Vegetable Blend</td>
<td>Coleslaw</td>
<td>Tater Tots</td>
<td>Tossed Salad</td>
<td>Italian Vegetable Blend</td>
</tr>
<tr>
<td>(1/2 cup required)</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Fruit (3/4 cup required)</td>
<td>Mandarin Oranges</td>
<td>Pears</td>
<td>Pineapple Tidbits</td>
<td>Peaches</td>
<td>Mixed Fruit</td>
</tr>
<tr>
<td>(1 oz eq required)</td>
<td>1/4 cup</td>
<td>1/4 cup</td>
<td>1/4 cup</td>
<td>1/4 cup</td>
<td>1/4 cup</td>
</tr>
<tr>
<td>Grains</td>
<td>Whole Wheat Bread (32 grams)</td>
<td>Whole Wheat Bread (32 grams)</td>
<td>Whole Wheat Hamburger Bun (77 grams)</td>
<td>Whole Wheat Bread (32 grams)</td>
<td>Whole Wheat Spaghetti (1/2 cup (1 oz eq))</td>
</tr>
<tr>
<td>(1 oz eq required)</td>
<td>1 slice (1 oz eq)</td>
<td>2 slices (2 oz eq)</td>
<td>1 each (2.5 oz eq)</td>
<td>2 slices (2 oz eq)</td>
<td>1/2 cup (1 oz eq)</td>
</tr>
<tr>
<td>Other Foods</td>
<td>Shredded Lettuce</td>
<td>BBQ Sauce</td>
<td>Mayo, Mustard, &amp; Ranch Dressing</td>
<td>Marinara Sauce</td>
<td>2 oz</td>
</tr>
</tbody>
</table>

<p>| <strong>EVENING SNACK</strong>             |        |         |           |          |        |
| (two components required)     |        |         |           |          |        |
| Milk                          | Milk (8 oz required) | 1/2 cup (1 oz eq) | String Cheese (1 oz.) | 1 each |
| Meat/Meat Alternate (1 oz)    | Fruit Yogurt (4 oz) | 1/2 cup (1 oz eq) |                    |        |
| (3/4 cup)                     | 100% Apple Juice (6 oz) | 3/4 cup | 100% Apple Juice (6 oz) | 3/4 cup |
| Fruit                         | (3/4 cup) | 100% Apple Juice (6 oz) | 3/4 cup | 100% Apple Juice (6 oz) | 3/4 cup |
| (3/4 cup)                     |         |         |           |          |        |
| Grains                        | Soft Pretzel (68 grams) | Graham Crackers | Blueberry Muffin (2.10 oz) | Tortilla Chips | Cheese It Crackers (1.5 oz) |
| (1 oz eq)                     | 1 each (2 oz eq) | 1 Packet | 1 each (1 oz eq) | 1 oz (1 oz eq) | 1 each (1.75 oz eq) |
| Other Foods                   | Cheese Sauce | 1 oz | Salsa | 1 oz |        |</p>
<table>
<thead>
<tr>
<th>Day</th>
<th>Lunch</th>
<th>Milk (1% or 2%)</th>
<th>Juice or Fruit</th>
<th>Whole Grain</th>
<th>Vegetables</th>
<th>Fatless Dressing</th>
<th>Snack</th>
<th>Other Foods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>Milk</td>
<td>8 oz</td>
<td>None</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Tuesday</td>
<td>Milk</td>
<td>8 oz</td>
<td>None</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Milk</td>
<td>8 oz</td>
<td>None</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Thursday</td>
<td>Milk</td>
<td>8 oz</td>
<td>None</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Friday</td>
<td>Milk</td>
<td>8 oz</td>
<td>None</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Meals and Required Components</td>
<td>Monday</td>
<td>Tuesday</td>
<td>Wednesday</td>
<td>Thursday</td>
<td>Friday</td>
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<tr>
<td><strong>BREAKFAST</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Milk (8 oz required)</td>
<td>Milk 1% (1 each)</td>
<td>8 oz</td>
<td>Milk 1% (1 each)</td>
<td>8 oz</td>
<td>Milk 1% (1 each)</td>
<td>8 oz</td>
<td>Milk 1% (1 each)</td>
<td>8 oz</td>
</tr>
<tr>
<td>Vegetable/Fruit/Juice (1/2 cup)</td>
<td>Sliced Apples</td>
<td>Peaches</td>
<td>Pineapple Tidbits</td>
<td>Pears</td>
<td>Applesauce</td>
<td>1/2 cup</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grains (5 oz eq)</td>
<td>Pancake (1.56 oz each)</td>
<td>1 each</td>
<td>WG Cheerios (28 grams)</td>
<td>1 bowl (1 oz eq)</td>
<td>Cinnamon Toast Crunch Cereal (28 grams)</td>
<td>1 bowl (1 oz eq)</td>
<td>French Toast Sticks (53 grams + 3 sticks)</td>
<td>3 each (1 oz eq)</td>
</tr>
<tr>
<td><strong>MEAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>LUNCH</strong></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milk (8 oz required)</td>
<td>Milk 1% (1 each)</td>
<td>8 oz</td>
<td>Milk 1% (1 each)</td>
<td>8 oz</td>
<td>Milk 1% (1 each)</td>
<td>8 oz</td>
<td>Milk 1% (1 each)</td>
<td>8 oz</td>
</tr>
<tr>
<td>Meat/Meat Alternate (2 oz required)</td>
<td>Spaghetti &amp; Meat Sauce</td>
<td>1 cup (2 oz eq)</td>
<td>Sliced Ham &amp; Am. Cheese</td>
<td>2.5 oz (2.25 oz M/M/A)</td>
<td>WG Cheese Pizza</td>
<td>1 each (1 oz eq)</td>
<td>Egg Salad Sandwich</td>
<td>3/2 cup (1 oz M/M/A)</td>
</tr>
<tr>
<td>Vegetables/Fruits (1/4 cup required)</td>
<td>Green Beans</td>
<td>1/2 cup</td>
<td>Tossed Salad</td>
<td>1 cup</td>
<td>Chuchwagen Com</td>
<td>1/2 cup</td>
<td>Corn Salad</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Grains (1 oz eq required)</td>
<td>Whole Wheat Bread (32 grams)</td>
<td>1 slice</td>
<td>Whole Wheat Bread (32 grams)</td>
<td>2 slices (2 oz eq)</td>
<td>Whole Wheat Bread (32 grams)</td>
<td>2 slices (2 oz eq)</td>
<td>Whole Wheat Bread (32 grams)</td>
<td>2 slices (2 oz eq)</td>
</tr>
<tr>
<td>Other Foods</td>
<td>Mayo, Mustard, &amp; Ranch Dressing</td>
<td>1 each</td>
<td>Shredded Lettuce</td>
<td>1/4 cup</td>
<td>Ketchup</td>
<td>1 each</td>
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<tr>
<td><strong>PM SNACK</strong> (two components required)</td>
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<td>Milk (8 oz required)</td>
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<tr>
<td>Meat/Meat Alternate (1 oz)</td>
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<tr>
<td>Vegetable/Fruit/Juice (1/4 cup)</td>
<td>100% Apple Juice (6 oz)</td>
<td>3/4 cup</td>
<td>100% Apple Juice (6 oz)</td>
<td>5/4 cup</td>
<td>100% Apple Juice (6 oz)</td>
<td>5/4 cup</td>
<td></td>
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<tr>
<td>Grains (1 oz eq)</td>
<td>Soft Pretzel (68 grams)</td>
<td>1 each (2 oz eq)</td>
<td>Graham Crackers</td>
<td>1 Packet</td>
<td>Blueberry Muffin (2.10 oz)</td>
<td>1 each (1 oz eq)</td>
<td>Tortilla Chips</td>
<td>1 oz (1 oz eq)</td>
</tr>
<tr>
<td>Other Foods</td>
<td>Cheese Sauce</td>
<td>1 oz</td>
<td>Salsa</td>
<td>1 oz</td>
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<td>Meals and Required Components</td>
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<td><strong>BREAKFAST</strong></td>
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<tr>
<td>Milk (8 oz required)</td>
<td>Milk 1% (1 each)</td>
<td>8 oz</td>
<td>Milk 1% (1 each)</td>
<td>8 oz</td>
<td>Milk 1% (1 each)</td>
<td>8 oz</td>
<td>Milk 1% (1 each)</td>
<td>8 oz</td>
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<tr>
<td>Vegetable/Fruit/ Juice (1/2 cup)</td>
<td>Mandarin Oranges</td>
<td>1/2 cup</td>
<td>Pears</td>
<td>1/2 cup</td>
<td>Peaches</td>
<td>1/2 cup</td>
<td>Applesauce</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Grains (1 oz eq)</td>
<td>Waffle (15 grams)</td>
<td>1 each (1 oz eq)</td>
<td>Biscuit</td>
<td>1 each (1 oz eq)</td>
<td>Cinnamon Toast Crunch Cereal (28 grams)</td>
<td>1 bowl (1 oz eq)</td>
<td>Pancake (1/8oz each)</td>
<td>1 each (1 oz eq)</td>
</tr>
<tr>
<td>Other Foods</td>
<td>Syrup</td>
<td>1 each</td>
<td>Jelly</td>
<td>1 each</td>
<td>Syrup</td>
<td>1 each</td>
<td>Syrup</td>
<td>1 each</td>
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<tr>
<td><strong>LUNCH</strong></td>
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<td>Milk (8 oz required)</td>
<td>Milk 1% (1 each)</td>
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<td>Milk 1% (1 each)</td>
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<td>Milk 1% (1 each)</td>
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<td>Milk 1% (1 each)</td>
<td>8 oz</td>
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<tr>
<td>Meat/Meat Alternate (2 oz required)</td>
<td>Beef Patty</td>
<td>1 each (2 oz eq)</td>
<td>Chicken Salad Sandwich</td>
<td>1/2 cup (2 oz M/M)</td>
<td>Chicken Alfredo</td>
<td>1 cup (2 oz eq)</td>
<td>Sliced Turkey &amp; Am. Cheese</td>
<td>2.25 oz (2 oz M/M)</td>
</tr>
<tr>
<td>Vegetable/Fruits (3/4 cup required)</td>
<td>Tater Tots</td>
<td>1/2 cup</td>
<td>Green Bean Salad</td>
<td>1/2 cup</td>
<td>Italian Vegetable Blend</td>
<td>1/2 cup</td>
<td>Tossed Salad</td>
<td>1 cup</td>
</tr>
<tr>
<td>Grains (1 oz eq required)</td>
<td>Whole Wheat Hamburger Bun (77 grams)</td>
<td>1 each (2.5 oz eq)</td>
<td>Whole Wheat Bread (32 grams)</td>
<td>2 slices (2 oz eq)</td>
<td>Whole Wheat Bread (32 grams)</td>
<td>1 slice (1 oz eq)</td>
<td>Whole Wheat Bread (32 grams)</td>
<td>2 slices (2 oz eq)</td>
</tr>
<tr>
<td>Other Foods</td>
<td>Mayo, Ketchup, &amp; Mustard</td>
<td>1 each</td>
<td>Shredded Lettuce</td>
<td>1/4 cup</td>
<td>Mayo, Mustard, &amp; Italian Dressing</td>
<td>1 each</td>
<td>Teriyaki Sauce</td>
<td>2 oz</td>
</tr>
<tr>
<td><strong>PM SNACK</strong> (two components required)</td>
<td>Milk</td>
<td>6 to 18 years serving size</td>
<td>6 to 18 years serving size</td>
<td>6 to 18 years serving size</td>
<td>6 to 18 years serving size</td>
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<tr>
<td>Milk (8 oz required)</td>
<td>Fruit Yogurt (4 oz)</td>
<td>1/2 cup (1 oz eq)</td>
<td>String Cheese (1 oz)</td>
<td>1 each</td>
<td>String Cheese (1 oz)</td>
<td>1 each</td>
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<tr>
<td>Meat/Meat Alternate (1 oz)</td>
<td></td>
<td></td>
<td>100% Apple Juice (6 oz)</td>
<td>3/4 cup</td>
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<tr>
<td>Vegetable/Fruit/ Juice (1/2 cup)</td>
<td>Peaches</td>
<td>3/4 cup</td>
<td>100% Apple Juice (6 oz)</td>
<td>3/4 cup</td>
<td></td>
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<tr>
<td>Grains (1 oz eq)</td>
<td>Soft Pretzel (56 grams)</td>
<td>1 each (2 oz eq)</td>
<td>Chex It Crackers (1.5 oz)</td>
<td>1 each (1.75 oz eq)</td>
<td>Breadstick</td>
<td>1 each (1 oz eq)</td>
<td>Tortilla Chips</td>
<td>1 oz (1 oz eq)</td>
</tr>
<tr>
<td>Other Foods</td>
<td>Cheese Sauce</td>
<td>1 oz</td>
<td>Marinara Sauce</td>
<td>1 oz</td>
<td>Salsa</td>
<td>1 oz</td>
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<td>Meals and Required Components</td>
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<td><strong>BREAKFAST</strong></td>
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<tr>
<td>Milk (8 oz required)</td>
<td>Milk 1% (1 each) 8 oz</td>
<td>Milk 1% (1 each) 8 oz</td>
<td>Milk 1% (1 each) 8 oz</td>
<td>Milk 1% (1 each) 8 oz</td>
<td>Milk 1% (1 each) 8 oz</td>
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<tr>
<td>Vegetable/Fruit/Juice (1/2 cup)</td>
<td>Sliced Apples Peaches 1/2 cup</td>
<td>Pineapple tidbits 1/2 cup</td>
<td>Pears 1 each 1/2 cup</td>
<td>Applesauce 1/2 cup</td>
<td>Syrup 1 each</td>
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<tr>
<td>Grains (1 oz eq)</td>
<td>Pancake (1.58 oz each) 1 each</td>
<td>WGF Cheerios (18 grams) 1 bowl (1 oz eq)</td>
<td>Waffle (35 grams) 1 each (1 oz eq)</td>
<td>Cinnamon Toast Crunch Cereal (28 grams) 1 bowl (1 oz eq)</td>
<td>French Toast Sticks (81 grams = 3 sticks) 3 each (1 oz eq)</td>
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<tr>
<td>Other Foods</td>
<td>Syrup 1 each</td>
<td>Syrup 1 each</td>
<td>Syrup 1 each</td>
<td>Syrup 1 each</td>
<td>Syrup 1 each</td>
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<tr>
<td><strong>LUNCH</strong></td>
<td>6 to 18 years serving size</td>
<td>6 to 18 years serving size</td>
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<tr>
<td>Milk (8 oz required)</td>
<td>Milk 1% (1 each) 8 oz</td>
<td>Milk 1% (1 each) 8 oz</td>
<td>Milk 1% (1 each) 8 oz</td>
<td>Milk 1% (1 each) 8 oz</td>
<td>Milk 1% (1 each) 8 oz</td>
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<tr>
<td>Meat/Meat Alternate (2 oz required)</td>
<td>Macaroni &amp; Cheese Turkey Salad Sandwich 1 cup (2 oz M/MA)</td>
<td>BBQ Rib Patty (1.1 oz) 1 each (3 oz)</td>
<td>Sliced Ham &amp; American Cheese 2.5 oz 1 oz (2.25 oz M/MA)</td>
<td>Meatballs (1 oz each) 3 each (2 oz M/MA)</td>
<td>Italian Vegetable Blend 1/2 cup</td>
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<tr>
<td>Vegetable/Fruits (3/4 cup required)</td>
<td>Capri Vegetable Blend 1/2 cup</td>
<td>Coleslaw 1/2 cup</td>
<td>Tater Tots 1/2 cup</td>
<td>Tossed Salad 1 cup</td>
<td>Italian Vegetable Blend 1/2 cup</td>
<td></td>
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<tr>
<td>Mandarin Oranges (3/4 cup)</td>
<td>1/4 cup</td>
<td>1/4 cup</td>
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<td>1/4 cup</td>
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<tr>
<td>Grains (1 oz eq required)</td>
<td>Whole Wheat Bread (52 grams) 1 slice (1 oz eq)</td>
<td>Whole Wheat Bread (52 grams) 2 slices (2 oz eq)</td>
<td>Whole Wheat Hamburger Bun (77 grams) 1 each (2.5 oz eq)</td>
<td>Whole Wheat Bread (32 grams) 2 slices (2 oz eq)</td>
<td>Whole Wheat Spaghetti (1/2 cup 1 oz eq)</td>
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<tr>
<td>Other Foods</td>
<td>Shredded lettuce 1/4 cup</td>
<td>BBQ Sauce 1 oz</td>
<td>Mayo, Mustard, &amp; Ranch Dressing 1 each</td>
<td>Marinara Sauce 2 oz</td>
<td>Marinara Sauce 2 oz</td>
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<tr>
<td><strong>PM SNACK</strong></td>
<td>6 to 18 years serving size</td>
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<tr>
<td>Milk (8 oz required)</td>
<td>Fruit Yogurt (4 oz) 1/2 cup (1 oz eq)</td>
<td>100% Apple Juice (6 oz) 3/4 cup</td>
<td>100% Apple Juice (6 oz) 3/4 cup</td>
<td>String Cheese (1 oz) 1 each</td>
<td>100% Apple Juice (6 oz) 3/4 cup</td>
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<tr>
<td>Meat/Meat Alternate (1 oz)</td>
<td>100% Apple Juice (6 oz) 3/4 cup</td>
<td>100% Apple Juice (6 oz) 3/4 cup</td>
<td>100% Apple Juice (6 oz) 3/4 cup</td>
<td>100% Apple Juice (6 oz) 3/4 cup</td>
<td>100% Apple Juice (6 oz) 3/4 cup</td>
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<tr>
<td>Vegetable/Fruit/Juice (3/4 cup)</td>
<td>Soft Pretzel (65 grams) 1 each (2 oz eq)</td>
<td>Graham Crackers 1 Packet</td>
<td>Blueberry Muffin (2.10 oz) 1 each (1 oz eq)</td>
<td>Tortilla Chips 1 oz</td>
<td>Chex Mix Crackers (1.5 oz) 1 each (1.75 oz eq)</td>
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<tr>
<td>Grains (1 oz eq)</td>
<td>1 oz (1 oz eq)</td>
<td>Salsa 1 oz</td>
<td>1 oz (1 oz eq)</td>
<td>1 oz (1 oz eq)</td>
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<tr>
<td>Other Foods</td>
<td>Cheese Sauce 1 oz</td>
<td>Cheese Sauce 1 oz</td>
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<td>Cheese Sauce 1 oz</td>
<td>Cheese Sauce 1 oz</td>
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<td>Meals and Required Components</td>
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<td>Milk (8 oz required)</td>
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<td>Vegetable/Fruit/ Juice (1/2 cup)</td>
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<td>Mandarin Oranges</td>
<td>1/2 cup</td>
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<td>Pears</td>
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<td>Peaches</td>
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<td>Applesauce</td>
<td>1/2 cup</td>
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<tr>
<td>Pineapple Tidbits</td>
<td>1/2 cup</td>
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<td>Grains (1 oz eq)</td>
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<td>Waffle (35 grams)</td>
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<td>Biscuit</td>
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<td>(1 oz eq)</td>
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<td>Chez Cereal (28 grams)</td>
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<td>1 bowl</td>
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<td>Pancake</td>
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<tr>
<td>Cinnamon Toast Crunch</td>
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<td>1 bowl</td>
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<td>Cereal (28 grams)</td>
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<tr>
<td>Other Foods</td>
<td></td>
<td>Syrup</td>
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<td>1 each</td>
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<td></td>
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<td>Jelly</td>
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<td></td>
<td></td>
<td>Margarine</td>
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<td>1 each</td>
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<td></td>
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<td>Syrup</td>
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<td><strong>LUNCH</strong></td>
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<td>Milk (8 oz required)</td>
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<tr>
<td>Meat/Meat Alternate (2 oz required)</td>
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<tr>
<td>Chicken Spanish Rice</td>
<td>1 cup</td>
<td>1 cup</td>
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<td>1 cup</td>
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<tr>
<td>Tuna Salad Sandwich</td>
<td>1/2 cup</td>
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<td>1/2 cup</td>
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<tr>
<td>Beef Patty</td>
<td></td>
<td>Beef Patty</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1 oz eq)</td>
<td></td>
<td>(1 oz eq)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sliced Turkey &amp; Am. Cheese</td>
<td>1 oz</td>
<td>1 oz</td>
<td>Sliced Turkey &amp; Am. Cheese</td>
<td>1 oz</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2 oz M/MA)</td>
<td></td>
<td>(2 oz M/MA)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable/Fruits (1/4 cup required)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whole Kernel Corn</td>
<td>1/2 cup</td>
<td></td>
<td>1/2 cup</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carrot Slaw</td>
<td></td>
<td>(2 oz eq)</td>
<td></td>
<td>(2 oz eq)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whole Potatoes</td>
<td>1/2 cup</td>
<td></td>
<td>(2 oz eq)</td>
<td>(2 oz eq)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whole Wheat Bread (32 grams)</td>
<td>1 slice</td>
<td>2 slices</td>
<td>Whole Wheat Bread (32 grams)</td>
<td>1 slice</td>
<td>Brown Rice</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1 oz eq)</td>
<td></td>
<td>(2 oz eq)</td>
<td></td>
<td>(2 oz eq)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whole Wheat Bread (32 grams)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1/2 cup</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2 oz eq)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(2 oz eq)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whole Wheat Bread (32 grams)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>(2 oz eq)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whole Wheat Bread (32 grams)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2 oz eq)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Foods</td>
<td></td>
<td>Shredded Lettuce</td>
<td>Brown Gravy</td>
<td>Mayer, Mustard, &amp; Italian</td>
<td>1 each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1/4 cup</td>
<td>Brown Gravy</td>
<td>Dressing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1 oz</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PM Snack (two components required)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milk (8 oz required)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meat/Meat Alternate (1 oz)</td>
<td>1/2 cup</td>
<td></td>
<td>String Cheese (1 oz)</td>
<td>String Cheese (1 oz)</td>
<td>1 each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fruit Yogurt (4 oz)</td>
<td></td>
<td>(3 oz eq)</td>
<td></td>
<td>(1 oz eq)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable/Fruit/ Juice (1/4 cup)</td>
<td></td>
<td></td>
<td>100% Apple Juice (6 oz)</td>
<td>100% Apple Juice (6 oz)</td>
<td>3/4 cup</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peaches</td>
<td>3/4 cup</td>
<td></td>
<td>3/4 cup</td>
<td>3/4 cup</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grains (1 oz eq)</td>
<td></td>
<td>1 each</td>
<td></td>
<td>1 each</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soft Pretzel (2 oz eq)</td>
<td></td>
<td>1 each</td>
<td></td>
<td>(1.5 oz)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(68 grams)</td>
<td></td>
<td>(2 oz eq)</td>
<td></td>
<td>(1.5 oz)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cheese It Crackers (1.5 oz)</td>
<td></td>
<td></td>
<td></td>
<td>(1 oz eq)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1 oz eq)</td>
<td></td>
<td></td>
<td></td>
<td>(1 oz eq)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Breadstick</td>
<td>1 each</td>
<td>Breadstick</td>
<td>1 each</td>
<td>Tortilla Chips</td>
<td>1 oz</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1 oz eq)</td>
<td></td>
<td>(1 oz eq)</td>
<td></td>
<td>(1 oz eq)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Foods</td>
<td></td>
<td>Cheese Sauce</td>
<td>Marina Sauce</td>
<td>Salsa</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 oz</td>
<td>Marina Sauce</td>
<td>Salsa</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Serving sizes are specified in the table. The image shows the sample menus for the City of Inglewood SFSP.
DOCUMENTS
BID BOND

CONTRACTOR:
(Name, legal status and address)
TRIO Community Meals LLC
100 Valley Drive
Pearl, MS 39208

OWNER:
(Name, legal status and address)
The City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301

SURETY:
(Name, legal status and principal place of business)
U.S. Specialty Insurance Company
14433 Northwest Freeway
Houston, TX 77040

BOND AMOUNT: Five Percent of Total Amount Bid (5% TARB)

PROJECT:
(Name, location or address, and Project number, if any)
City of Inglewood CACFP

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition.
Signed and sealed this 10th day of April, 2023.

TRIO Community Meals LLC

John Bird

President

(Title)

U.S. Specialty Insurance Company

Cheryl Kleiner

(Surety) Attorney-In-Fact

(Title)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition.
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

CHERYL KLEINER

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2021098 issued in the course of its business and to bind the Company thereby, in an amount not to exceed Fifty million and 00/100 ($50,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved: that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and executed by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of April, 2022.

State of California
County of Los Angeles SS:

[Signature]

By: [Signature] Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of April, 2022, before me, Sonia Q. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

[Signature] (seal)

I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of April, 2023.

[Signature]

Kio Lo, Assistant Secretary

Visit tmhcc.com/secure for more information

---

CONFIDENTIAL/PROPRIETARY

THE CITY OF INGLEWOOD | 50
SURETY BOND SEAL ADDENDUM

AMERICAN CONTRACTORS INDEMNITY COMPANY  TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized its Attorneys-in-Fact to affix the Companies' corporate seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by its Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of April 2020.

American Contractors Indemnity Company, Texas Bonding Company,
United States Surety Company and U.S. Specialty Insurance Company

By: [Signature]
Frank Mester, Vice President

Reference Information
Principal Name: TRIO COMMUNITY MEALS, LLC
Bond/Bid Number: BB2021098
Agency Name: BROWN & BROWN NORTHWEST - PORTLAND
Attorney-in-Fact: CHERYL KLEINER
Date: April 10, 2023

Bond validation available at tmhcc.com/surety

HCCS2399_DIGITAL Ал/04/2020
## Schedule B

### CHILD AND ADULT CARE FOOD PROGRAM

#### MEAL PATTERN FOR INFANTS

<table>
<thead>
<tr>
<th>BIRTH THROUGH FIVE MONTHS</th>
<th>SIX THROUGH ELEVEN MONTHS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BREAKFAST, LUNCH, AND SUPPER</strong></td>
<td></td>
</tr>
<tr>
<td>4 to 6 FLUID (FL.) OUNCE (OZ.) BREAST MILK² OR FORMULA³</td>
<td>6 to 8 FL. OZ. BREAST MILK¹ OR FORMULA² AND</td>
</tr>
<tr>
<td>0 to 4 TABLESPOON MEAT, FISH, POULTRY, WHOLE EGG, COOKED DRY BEANS OR COOKED DRY PEAS OR CHEESE OR YOGURT⁴ OR COMBINATION OF THE ABOVE⁵ AND FRUIT, VEGETABLE, OR COMBINATION OF BOTH⁶</td>
<td></td>
</tr>
<tr>
<td>0 to 2 TABLESPOON</td>
<td></td>
</tr>
<tr>
<td>0 to 4 OZ.</td>
<td></td>
</tr>
<tr>
<td>½ CUP</td>
<td></td>
</tr>
</tbody>
</table>

#### SNACK

| 4 to 6 FL. OZ. BREAST MILK¹ OR FORMULA² | 2 to 4 FL. OZ. BREAST MILK¹ OR FORMULA² AND |
| 0 to ½ SLICE BREAD⁷ OR CRACKERS⁸ OR INFANT CEREAL³,⁷,⁸ OR READY-TO-EAT BREAKFAST CEREAL³,⁷,⁸ AND FRUIT, VEGETABLE, OR COMBINATION OF BOTH⁶,⁷,⁸ |
| 0 to 2 TRSP. | |
| 0 to 2 TRSP. | |

¹ Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

² Infant formula and dry infant cereal must be iron-fortified.

³ Beginning October 1, 2019, oz equivalents (eq) are used to determine the quantity of creditable grains.

⁴ Yogurt must contain no more than 23 grams (g) of total sugars per 6 oz.

⁵ A serving of this component is required when the infant is developmentally ready to accept it.

⁶ Fruit and vegetable juices must not be served.

⁷ A serving of grains must be whole grain-rich (WGR), enriched meal, or enriched flour.

⁸ Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21 g sucrose and other sugars per 100 g of dry cereal).

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### CERTIFICATION

I hereby certify that all meals claimed shall meet the minimum requirements set forth in the meal patterns for infants and other children as prescribed by Title 7, Code of Federal Regulations, Section 226.20.

**PRINTED NAME OF AGENCY'S AUTHORIZED REPRESENTATIVE**
John Kirk - President

**SIGNATURE**

**DATE**
04/03/2023

**AGENCY NAME**
TRIO Community Meals, LLC.

---

RFP-0199 Child and Adult Care Food Program and Summer Food Service Program
# Child and Adult Care Food Program
## Meal Pattern for Older Children

### Breakfast (Select All Three Components)$^1$

<table>
<thead>
<tr>
<th></th>
<th>Ages One Through Two Years</th>
<th>Ages Three Through Five Years</th>
<th>Ages Six Through Twelve Years</th>
<th>Ages Thirteen Through Eighteen Years $^1$</th>
</tr>
</thead>
<tbody>
<tr>
<td>MILK, FL$^2$</td>
<td>1/2 CUP (4 OZ.)</td>
<td>1/2 CUP (6 OZ.)</td>
<td>1 CUP (8 OZ.)</td>
<td>1 CUP (8 OZ.)</td>
</tr>
<tr>
<td>VEGETABLE, FRUIT, OR BOTH$^4$</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1 CUP</td>
<td>1 CUP</td>
</tr>
<tr>
<td>GRAINS$^5,6,7$</td>
<td>1/2 SLICE</td>
<td>1/2 SLICE</td>
<td>1 SLICE</td>
<td>1 SLICE</td>
</tr>
<tr>
<td>WGR OR ENRICHED BREAD</td>
<td>1/2 SERVING</td>
<td>1/2 SERVING</td>
<td>1 SERVING</td>
<td>1 SERVING</td>
</tr>
<tr>
<td>OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL$^8$, CEREAL GRAIN, AND/OR PASTA</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1 CUP</td>
<td>1 CUP</td>
</tr>
<tr>
<td>OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD)$^9$</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1 CUP</td>
<td>1 CUP</td>
</tr>
<tr>
<td>FLAKES OR ROUNDS</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1 CUP</td>
<td>1 CUP</td>
</tr>
<tr>
<td>PUFFED CEREAL</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1 CUP</td>
<td>1 CUP</td>
</tr>
<tr>
<td>GRANOLA</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1 CUP</td>
<td>1 CUP</td>
</tr>
</tbody>
</table>

### Lunch or Supper (Select All Five Components)$^1$

<table>
<thead>
<tr>
<th></th>
<th>Ages One Through Two Years</th>
<th>Ages Three Through Five Years</th>
<th>Ages Six Through Twelve Years</th>
<th>Ages Thirteen Through Eighteen Years $^1$</th>
</tr>
</thead>
<tbody>
<tr>
<td>MILK, FL$^2$</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1 CUP</td>
<td>1 CUP</td>
</tr>
<tr>
<td>VEGETABLES$^4$</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
</tr>
<tr>
<td>FRUITS$^5,6,7$</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1 CUP</td>
<td>1 CUP</td>
</tr>
<tr>
<td>GRAINS$^5,6,7$</td>
<td>1/2 SLICE</td>
<td>1/2 SLICE</td>
<td>1 SLICE</td>
<td>1 SLICE</td>
</tr>
<tr>
<td>WGR OR ENRICHED BREAD</td>
<td>1/2 SERVING</td>
<td>1/2 SERVING</td>
<td>1 SERVING</td>
<td>1 SERVING</td>
</tr>
<tr>
<td>OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL$^8$, CEREAL GRAIN, AND/OR PASTA</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1 CUP</td>
<td>1 CUP</td>
</tr>
<tr>
<td>OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD)$^9$</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1 CUP</td>
<td>1 CUP</td>
</tr>
<tr>
<td>MEAT/MEAT ALTERNATES (M/MA)</td>
<td>1 OZ.</td>
<td>1 1/2 OZ.</td>
<td>2 OZ.</td>
<td>2 OZ.</td>
</tr>
<tr>
<td>OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS$^{11}$</td>
<td>1 OZ.</td>
<td>1 1/2 OZ.</td>
<td>2 OZ.</td>
<td>2 OZ.</td>
</tr>
<tr>
<td>OR CHEESE</td>
<td>1 OZ.</td>
<td>1 1/2 OZ.</td>
<td>2 OZ.</td>
<td>2 OZ.</td>
</tr>
<tr>
<td>OR EGG (LARGE)</td>
<td>1/2 EGGS</td>
<td>1 1/2 EGGS</td>
<td>2 EGGS</td>
<td>2 EGGS</td>
</tr>
<tr>
<td>OR COOKED DRY BEANS OR DRY PEAS$^{12}$</td>
<td>1/2 CUP</td>
<td>1 1/2 CUP</td>
<td>2 CUP</td>
<td>2 CUP</td>
</tr>
<tr>
<td>OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS</td>
<td>2 TBSP.</td>
<td>3 TBSP.</td>
<td>4 TBSP.</td>
<td>4 TBSP.</td>
</tr>
<tr>
<td>OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS$^{13}$</td>
<td>1/2 OZ.</td>
<td>1 OZ.</td>
<td>1 OZ.</td>
<td>1 OZ.</td>
</tr>
<tr>
<td>OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED$^{14}$</td>
<td>1/2 CUP OR 4 OZ.</td>
<td>1/4 CUP OR 6 OZ.</td>
<td>1 CUP OR 8 OZ.</td>
<td>1 CUP OR 8 OZ.</td>
</tr>
</tbody>
</table>

### Snacks (Select Two of These Five Components)$^{15}$

<table>
<thead>
<tr>
<th></th>
<th>Ages One Through Two Years</th>
<th>Ages Three Through Five Years</th>
<th>Ages Six Through Twelve Years</th>
<th>Ages Thirteen Through Eighteen Years $^1$</th>
</tr>
</thead>
<tbody>
<tr>
<td>MILK, FL$^2$</td>
<td>1/2 CUP (4 OZ.)</td>
<td>1/2 CUP (4 OZ.)</td>
<td>1 CUP (8 OZ.)</td>
<td>1 CUP (8 OZ.)</td>
</tr>
<tr>
<td>VEGETABLES$^4$</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
</tr>
<tr>
<td>FRUITS$^4$</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
<td>1/2 CUP</td>
</tr>
</tbody>
</table>

---

RFP-0199 Child and Adult Care Food Program and Summer Food Service Program

---

**CONFIDENTIAL/PROPRIETARY**

---

THE CITY OF INGLEWOOD | 53
<table>
<thead>
<tr>
<th>GRAINS6,7</th>
<th>⅛ SLICE</th>
<th>⅜ SLICE</th>
<th>⅛ SLICE</th>
<th>⅜ SLICE</th>
<th>⅛ SLICE</th>
<th>⅜ SLICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>WGR OR ENRICHED BREAD</td>
<td>⅛ SERVING</td>
<td>⅜ SERVING</td>
<td>⅛ SERVING</td>
<td>⅜ SERVING</td>
<td>⅛ SERVING</td>
<td>⅜ SERVING</td>
</tr>
<tr>
<td>OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC.</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
</tr>
<tr>
<td>OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL5,9</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
</tr>
<tr>
<td>OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD)5,9</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
</tr>
<tr>
<td>FLAKES OR ROUNDS</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
</tr>
<tr>
<td>PUFFED CEREAL</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
</tr>
<tr>
<td>GRANOLA</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
</tr>
<tr>
<td>M/MA</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
</tr>
<tr>
<td>LEAN MEAT, FISH, OR POULTRY</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
</tr>
<tr>
<td>OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS11</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
</tr>
<tr>
<td>OR CHEESE</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
</tr>
<tr>
<td>OR EGG (LARGE)</td>
<td>⅛ EGG</td>
<td>⅜ EGG</td>
<td>⅛ EGG</td>
<td>⅜ EGG</td>
<td>⅛ EGG</td>
<td>⅜ EGG</td>
</tr>
<tr>
<td>OR YOGURT, Plain OR Flavored, Unsweetened OR SWEETENED10,14</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
<td>⅛ CUP</td>
<td>⅜ CUP</td>
</tr>
<tr>
<td>OR COOKED DRY BEANS OR DRY PEA12</td>
<td>1 TBSP.</td>
<td>2 TBSP.</td>
<td>1 TBSP.</td>
<td>2 TBSP.</td>
<td>1 TBSP.</td>
<td>2 TBSP.</td>
</tr>
<tr>
<td>OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
</tr>
<tr>
<td>OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
<td>⅛ OZ.</td>
<td>⅜ OZ.</td>
</tr>
</tbody>
</table>

---

1 Offer versus serve is an option for at-risk afterschool participants only.
2 Age group applies to at-risk programs and emergency shelters. Larger portion sizes than specified may need to be served to children ages 13–18 to meet their nutritional needs.
3 Must serve unflavored whole milk to children age one. Must serve unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children ages 2–5. Must serve unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk to children six years and older.
4 Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
5 M/MA may be used to meet the entire grains requirement a maximum of three times a week for breakfast. One oz. of M/MA is equal to 1 oz. eq. of grains.
6 At least one serving per day, across all eating occasions, must be wgr. Grain-based desserts do not count towards meeting the grains requirement.
7 Beginning October 1, 2019, oz. eq are used to determine the quantity of creditable grains.
8 Breakfast cereals must contain no more than 6 g of sugar per dry oz. (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).
9 Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ⅛ cup for children ages 1–2; ⅛ cup for children ages 3–5; and ⅛ cup for children ages 6–18.
10 A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.
11 Alternate protein products must meet the requirements in Appendix A per 7 CFR, Section 226.20.
12 Cooked dry beans or dry peas may be used as a meat alternate or as a vegetable component, but cannot be counted as both components in the same meal.
13 No more than 50 percent of the requirement shall be met with nuts (peanuts, soy nuts, tree nuts) or seeds. Nuts or seeds shall be combined with another M/MA to fulfill the requirement. To determine combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish.
14 Yogurt must contain no more than 23 g of total sugars per 6 oz.
15 Juice cannot be served when milk is served as the only other component.
16 Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in snacks.

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SCHEDULE B

RFP-0199 Child and Adult Care Food Program and Summer Food Service Program
**CHILD AND ADULT CARE FOOD PROGRAM**

**MEAL PATTERN FOR ADULTS**

<table>
<thead>
<tr>
<th>Breakfast</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk, fluid</td>
<td>1 cup</td>
</tr>
<tr>
<td>Vegetable/Fruit, or full-strength juice, or any combination</td>
<td>½ cup or 4 oz.</td>
</tr>
<tr>
<td>Grains/Bread (Whole grain, enriched, or fortified): Bread</td>
<td></td>
</tr>
<tr>
<td>or cornbread, rolls, muffins, or biscuits</td>
<td>2 slices</td>
</tr>
<tr>
<td>or cold dry cereal (volume or weight, whichever is less)</td>
<td>2 servings</td>
</tr>
<tr>
<td>or cooked cereal or cereal grains</td>
<td>1 ½ cups or 2 oz.</td>
</tr>
<tr>
<td>or cooked pasta or noodle products</td>
<td>1 cup</td>
</tr>
<tr>
<td>or an equivalent quantity of any combination of bread/bread alternates</td>
<td>1 cup</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lunch or Supper</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk, fluid (Lunch only - milk is not required for supper)</td>
<td>1 cup</td>
</tr>
<tr>
<td>Vegetable/Fruit (Two or more kinds served as individual menu items)</td>
<td>1 cup total</td>
</tr>
<tr>
<td>Grains/Bread (Whole grain, enriched, or fortified): Bread</td>
<td></td>
</tr>
<tr>
<td>or cornbread, rolls, muffins, or biscuits</td>
<td>2 slices</td>
</tr>
<tr>
<td>or cold dry cereal (volume or weight, whichever is less)</td>
<td>2 servings</td>
</tr>
<tr>
<td>or cooked cereal or cereal grains</td>
<td>1 ½ cups or 2 oz.</td>
</tr>
<tr>
<td>or cooked pasta or noodle products</td>
<td>1 cup</td>
</tr>
<tr>
<td>or an equivalent quantity of any combination of bread/bread alternates</td>
<td>1 cup</td>
</tr>
<tr>
<td>Meat/Meat Alternatives: Lean Meat, Fish, or Poultry (Edible portion)</td>
<td></td>
</tr>
<tr>
<td>or cheese</td>
<td>2 oz.</td>
</tr>
<tr>
<td>or cottage cheese, cheese food, or processed cheese spread</td>
<td>2 oz.</td>
</tr>
<tr>
<td>yogurt, plain, flavored, or sweetened</td>
<td>½ cup or 4 oz.</td>
</tr>
<tr>
<td>or eggs</td>
<td>1 cup or 8 oz.</td>
</tr>
<tr>
<td>or cooked dry beans, or peas</td>
<td>1 egg</td>
</tr>
<tr>
<td>or peanut butter, soy nut butter, other nut, or seed butters</td>
<td>½ cup</td>
</tr>
<tr>
<td>or peanuts, soy nuts, tree nuts, seeds, or whole roasted peas</td>
<td>4 Tbsp.</td>
</tr>
<tr>
<td>or an equivalent quantity of any combination of meat/meat alternates</td>
<td>1 oz. = 50%</td>
</tr>
<tr>
<td>or an equivalent quantity of any combination of bread/bread alternates</td>
<td>2 oz. total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Snack (Select two different food components)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk, fluid</td>
<td>1 cup</td>
</tr>
<tr>
<td>Vegetable/Fruit, or full-strength juice, or any combination</td>
<td>½ cup or 4 oz.</td>
</tr>
<tr>
<td>Grains/Bread (Whole grain, enriched, or fortified): Bread</td>
<td></td>
</tr>
<tr>
<td>or cornbread, rolls, muffins, or biscuits</td>
<td>1 slice</td>
</tr>
<tr>
<td>or cold dry cereal (volume or weight, whichever is less)</td>
<td>1 serving</td>
</tr>
<tr>
<td>or cooked cereal or cereal grains</td>
<td>½ cup or 1 oz.</td>
</tr>
<tr>
<td>or cooked pasta or noodle products</td>
<td>½ cup</td>
</tr>
<tr>
<td>or an equivalent quantity of any combination of bread/bread alternates</td>
<td>½ cup</td>
</tr>
</tbody>
</table>

RFP-0199 Child and Adult Care Food Program and Summer Food Service Program
**Meat/Meat Alternates: Lean Meat, Fish, or Poultry (Edible Portion)**

<table>
<thead>
<tr>
<th>Or Cheese</th>
<th>1 oz.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Or Cottage Cheese, Cheese Food, or Processed Cheese Spread</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Yogurt, Plain, Flavored, or Sweetened</td>
<td>½ cup or 2 oz.</td>
</tr>
<tr>
<td>Or Egg</td>
<td>½ cup or 4 oz.</td>
</tr>
<tr>
<td>Or Cooked Dry Beans or Peas</td>
<td>1 egg</td>
</tr>
<tr>
<td>Or Peanut Butter, Soy Nut Butter, Other Nut or Seed Butters</td>
<td>⅛ cup or 2 oz.</td>
</tr>
<tr>
<td>Or Peanuts, Soy Nuts, Tree Nuts, Seeds, or Whole Roasted Peas</td>
<td>2 Tbsp.</td>
</tr>
<tr>
<td>Or an Equivalent Quantity of Any Combination of Meat/Meat Alternates</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Or an Equivalent Total</td>
<td>1 oz.</td>
</tr>
</tbody>
</table>

*Participants may be served larger portions, but shall not be served less than the minimum quantities specified.*

1. **Milk:** Serve 1 cup (8 oz.) of fluid milk as a beverage or on cereal. Fluid milk is defined as pasteurized, unflavored or flavored, fat free, low fat, reduced fat, or whole milk. Acidified milk, cultured buttermilk, and lactose-reduced milk may also be served. All milk must be fortified with vitamins A and D, and meet state and local standards. Milk is an optional food component at supper.

2. For purposes of the requirements outlined, a **cup** means a standard measuring cup, liquid or dry, as appropriate.

3. **Vegetable/Fruit for Lunch or Supper:** Serve 2 or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet only one of the two-item requirements.

4. **Grains/Breads:** Grain products, pasta noodles, and cereal grains (such as rice, bulgur oats, wheat or corn grits) shall be whole grain or enriched. Cornbread, biscuits, rolls, muffins, etc., shall be whole grain, enriched, or fortified.

   A bread serving is 1 slice of bread, equivalent to 25 grams (0.9 to 1 oz.) in weight. Instructions for determining the appropriate serving sizes for grain products served as bread alternatives (crackers, pancakes, bulgur, etc.) are found in the USDA Food Buying Guide. Also, see Management Bulletin 97-305, issued August 1997.

5. **Quantity of Dry Cereal:** To measure dry cereal, use either volume (cup) or weight (oz.) whichever is less.

6. **Meat/Meat Alternates:** The meat/meat alternate component group is an option at the breakfast meal. No more than 50 percent of the requirement shall be met with nuts or seeds. Nut or seed butter may satisfy 100 percent of the requirement. Whole nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish; ⅛ cup of cottage cheese is equal to 1 oz. of meat alternate; ¼ cup of yogurt is equal to 1 oz. of meat/meat alternate.

7. **Snacks:** Serve from two of the four component food groups. Fruit/vegetable is considered a single component; thus, a serving of fruit plus a serving of vegetable at the same snack will not meet the requirement. Juice (fruit or vegetable) may be served with milk in the same snack service to meet the requirement for two components.

**Certification**

I certify that the agency and the vendor will comply with all meal and component requirements set forth in the federal regulations, 7 CFR, Part 225 and outlined above. I understand that the vendor may not be paid for any meal provided that does not meet these requirements as stated in the agreement to furnish food service, under item 9 of the vendor provisions.

<table>
<thead>
<tr>
<th>For Agency by:</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Date]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For Contractor by:</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[04/03/2023]</td>
</tr>
</tbody>
</table>
## Schedule C

### Summer Food Service Program

**Meal Pattern**

<table>
<thead>
<tr>
<th>Food Components</th>
<th>Breakfast</th>
<th>Lunch or Supper</th>
<th>Snack (choose two of the four)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk</td>
<td>1 cup (8 fl. oz.)</td>
<td>1 cup (8 fl. oz.)</td>
<td>1 cup (8 fl. oz.)</td>
</tr>
<tr>
<td>Vegetable(s) and/or Fruit(s)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable(s) and/or fruit(s) or</td>
<td>1/2 cup</td>
<td>3/4 cup total*</td>
<td>3/4 cup</td>
</tr>
<tr>
<td>Full-strength vegetable or fruit juice or</td>
<td>1/2 cup (4 fl. oz.)</td>
<td>3/4 cup (6 fl. oz.)</td>
<td></td>
</tr>
<tr>
<td>An equivalent quantity of any combination vegetables(s), fruit(s), and juice</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grains/Breads</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bread</td>
<td>1 slice (.9 oz.)</td>
<td>1 slice (.9 oz.)</td>
<td>1 slice (.9 oz.)</td>
</tr>
<tr>
<td>Cornbread, biscuits, rolls, muffins, etc., or</td>
<td>1 serving</td>
<td>1 serving</td>
<td>1 serving</td>
</tr>
<tr>
<td>Cold dry cereal or</td>
<td>3/4 cup or 1 oz.</td>
<td>3/4 cup or 1 oz.</td>
<td></td>
</tr>
<tr>
<td>Cooked pasta or noodle product or</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Cooked cereal or cereal grains or an equivalent quantity of any combination of bread/bread alternates</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Meat/Meat Alternates</td>
<td>(optional)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lean meat, poultry, fish or</td>
<td>1 oz.</td>
<td>2 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Cheese or</td>
<td>1 oz.</td>
<td>2 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Cottage cheese or</td>
<td>1/4 cup</td>
<td>1/2 cup</td>
<td>1/4 cup</td>
</tr>
<tr>
<td>Eggs or</td>
<td>1 large egg</td>
<td>1 large egg</td>
<td>1 large egg</td>
</tr>
<tr>
<td>Cooked dry beans, peas, or</td>
<td>1/4 cup</td>
<td>1/2 cup</td>
<td>1/4 cup</td>
</tr>
<tr>
<td>Peanut butter, soy nut butter, seed butters, other nut butters, or</td>
<td>2 Tbsp.</td>
<td>4 Tbsp.</td>
<td>2 Tbsp.</td>
</tr>
<tr>
<td>Peanuts, soy nuts, tree nuts, seeds, or</td>
<td>1 oz.</td>
<td>1 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Yogurt, flavored, plain, sweetened, or</td>
<td>1/2 cup (4 fl. oz.)</td>
<td>1 cup (8 fl. oz.)</td>
<td>1/2 cup (4 fl. oz.)</td>
</tr>
<tr>
<td>An equivalent quantity of any combination of the above meat/meat alternates</td>
<td>1 oz. total</td>
<td>2 oz. total</td>
<td>1 oz. total</td>
</tr>
</tbody>
</table>

For the purpose of this table, a cup means a standard measuring cup.
SUMMER FOOD SERVICE PROGRAM
MEAL PATTERN
MEAL PATTERN DEFINITIONS

1 SNACKS: Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.

2 MILK FOR BREAKFAST: Serve as a beverage, on cereal, or use part of it for each purpose.

3 MILK FOR LUNCH OR SUPPER: Served as a beverage.

4 VEGETABLE/FRUIT FOR LUNCH OR SUPPER: Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

5 DEFINITION OF GRAINS/BREADS: Grain products, pasta, noodles and cereal grains (such as rice, bulgur, oats, wheat or corn grits) shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal including wheat germ, wheat bran, oat bran, etc., shall be whole-grain, enriched or fortified.

A bread serving is considered to be 1 slice of bread equivalent to 25 grams (.9 to 1 oz.) in weight. Instructions for determining the appropriate serving sizes for grain products served as bread alternatives (crackers, pancakes, bulgur, etc.) are found in the United States Department of Agriculture (USDA) or the grains/breads chart for Child Nutrition Programs.

6 QUANTITY OF DRY CEREAL: Use either volume (cup) or weight (oz.) whichever is less, according to the information in the USDA Food Buying Guide.

7 MEAT/MEAT ALTERNATES: No more than 50 percent of the requirement shall be met with nuts or seeds. Nut or seed butter may satisfy 100 percent of the requirement. Whole nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish; 1/4 cup of cottage cheese is equal to 1 oz. of meat alternate; 1/2 cup of yogurt is equal to 1 oz. of meat/meat alternate.

CERTIFICATION – I certify to provide SFSP sponsors with meals that comply with the SFSP meal pattern requirements set forth in the federal regulations, 7 CFR Part 225.16 and as outlined above. I also understand failure to provide meals that meet the SFSP meal pattern requirements will result in loss of payment from the SFSP sponsor and/or removal from the SFSP Registered Vendors list.

<table>
<thead>
<tr>
<th>PRINTED NAME OF FOOD SERVICE VENDOR</th>
<th>John Kirk - President</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE OF FOOD SERVICE VENDOR</td>
<td></td>
</tr>
<tr>
<td>Dated: 04/03/2023</td>
<td></td>
</tr>
<tr>
<td>DATE: 04/03/2023</td>
<td></td>
</tr>
</tbody>
</table>

RFP-0199 Child and Adult Care Food Program and Summer Food Service Program
Attachment A

CLEAN AIR AND WATER CERTIFICATION

PER 7 CFR PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 USC 1837(h)], SECTION 508 OF THE CLEAN WATER ACT [33 USC 1368], EXECUTIVE ORDER 11738, AND EPA 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, THIS CERTIFICATION IS APPLICABLE IF THE PROPOSAL OR OFFER EXCEEDS $250,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED $250,000.

1. The proposer certifies any facility to be utilized in the performance of this proposed contract

   has [ ]
   has not [✓] been listed on the EPA List of Violating Facilities.

2. The proposer will promptly notify the agency official, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that any facility that the proposer proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

3. The proposer will include substantially this certification, in its entirety, in every nonexempt subcontract.

<table>
<thead>
<tr>
<th>NAME OF CONTRACTOR</th>
<th>TRIO Community Meals, LLC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE OF AUTHORIZED AGENT</td>
<td>DocuSign by: John Park</td>
</tr>
<tr>
<td>TITLE</td>
<td>President</td>
</tr>
<tr>
<td>DATE</td>
<td>04/03/2023</td>
</tr>
</tbody>
</table>

RFP-0199 Child and Adult Care Food Program and Summer Food Service Program
# Attachment B

**SUMMER FOOD SERVICE PROGRAM**  
**INVITATION FOR PROPOSAL ACCEPTANCE**

<table>
<thead>
<tr>
<th>RFP/CONTRACT NUMBER</th>
<th>RFP-0199</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISSUED BY CITY OF INGLEWOOD:</td>
<td></td>
</tr>
<tr>
<td>NAME</td>
<td></td>
</tr>
<tr>
<td>CITY OF INGLEWOOD</td>
<td></td>
</tr>
<tr>
<td>CITY</td>
<td>INGLEWOOD</td>
</tr>
<tr>
<td>STATE</td>
<td>CA</td>
</tr>
<tr>
<td>ZIP</td>
<td>90301</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>ONE MANCHESTER BOULEVARD</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>(310) 412-5266</td>
</tr>
</tbody>
</table>

## PROPOSAL OPENING

<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>LOCATION</th>
<th>ISSUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Purchasing Division</td>
<td></td>
</tr>
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</table>

## PROPOSER

<table>
<thead>
<tr>
<th>NAME OF COMPANY</th>
<th>TRIO Community Meals, LLC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET ADDRESS</td>
<td>PO Box 5454</td>
</tr>
<tr>
<td>CITY</td>
<td>Jackson</td>
</tr>
<tr>
<td>STATE</td>
<td>MS</td>
</tr>
<tr>
<td>ZIP</td>
<td>39288</td>
</tr>
<tr>
<td>FEDERAL ID NUMBER</td>
<td>26-2223480</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>601-664-3207</td>
</tr>
</tbody>
</table>

Estimated amount of proposal $ 

Bid bond: 5 %, Amount of bond: $ 

Discount: N/A % Discount is for: N/A

Performance bond percentage required by California Department of Education:

Required 10 %, Amount $ 

By submission of this proposal, the Vendor certifies that in the event it receives an award under this solicitation, it will operate in accordance with all applicable, current SFSP and CACFP regulations.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**:  
**TITLE**: President  
**DATE**: 04/03/2023

### ACCEPTANCE

Upon acceptance by the agency and review by the California Department of Education, this document will constitute the covenants, conditions, agreements and stipulations of the contract between the company making the proposal and the agency named above.

<table>
<thead>
<tr>
<th>CONTRACT NUMBER</th>
<th>AGENCY NAME</th>
<th>DATE</th>
</tr>
</thead>
</table>

**SIGNATURE OF AGENCY REPRESENTATIVE**: 
**TITLE**: 

**PROCUREMENT METHOD**: (check one)

- [ ] COMPETITIVE NEGOTIATION
- [ ] COMPETITIVE SEALED BIDS
- [ ] NONCOMPETITIVE NEGOTIATION

This contract reviewed for compliance with 7 CFR Part 225 by:

**SIGNATURE**:  
**DATE**: 

RFP-0199 Child and Adult Care Food Program and Summer Food Service Program  

---

**CONFIDENTIAL/PROPRIETARY**

THE CITY OF INGLEWOOD | 60
Attachment C

CERTIFICATE OF ELIGIBILITY TO PROPOSAL AND INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the proposer certifies and in the case of a joint proposal, each party thereto certifies as to its own organizations, that in connection with this procurement:

(1) The prices in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

(2) Unless otherwise required by law, the prices, which have been quoted in this proposal, have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to proposal opening, directly or indirectly to any other proposer or to any competitor.

(3) No attempt has been made or will be made by the proposer to induce any person or firm to submit or not to submit, a proposal for the purpose of restricting competition.

Each person signing this proposal certifies that:

(A) He/she is the person in the proposer’s organization responsible within that organization for the decision as to the prices being offered herein or that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to (1) through (3) above;

(B) He/she has not participated, and will not participate, in any action contrary to (1) through (3) above; and

(C) His/her company and individual employees have not been proposed for debarment, debarred or suspended by a federal agency.

Vendor Certification:

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Doe</td>
<td>President</td>
<td>04/03/2023</td>
</tr>
</tbody>
</table>

NAME OF COMPANY

TRIO Community Meals, LLC.
**DEBARMENT/SUSPENSION CERTIFICATION**

(BEFORE COMPLETING THIS CERTIFICATION, READ THE ATTACHED INSTRUCTIONS)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Executive Orders 12549 and 12689, 2 CFR, Part 180. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 47224733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

The prospective food vendor certifies to the best of its knowledge and belief, 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 proposal 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 (1)(b) of this certification; and

- **d)** Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- **e)** Where the prospective food vendor is unable to certify to any of the statements in this certification, such prospective food vendor shall attach an explanation to this proposal.

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>TRIO Community Meals, LLC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>VENDOR OFFICIAL (SIGNATURE)</td>
<td>[Signature]</td>
</tr>
<tr>
<td>VENDOR OFFICIALS NAME AND TITLE (PRINT)</td>
<td>John Kirk - President</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>601-664-3221</td>
</tr>
<tr>
<td>DATE</td>
<td>04/03/2023</td>
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</table>

RFP-0199 Child and Adult Care Food Program and Summer Food Service Program

---

**CONFIDENTIAL/PROPRIETARY**
Declaration of the Proposer

I declare, under penalty of perjury under the laws of the State of California, that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this proposal on behalf of (organization):

TRIO Community Meals, LLC.

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY:

Signature: John Kirk

Printed Name: John Kirk

Position/Title: President

Date of Execution: 04/03/2023

RFP-0199 Child and Adult Care Food Program and Summer Food Service Program
Extension of Contract to Other Public Agencies

The prices, terms, and conditions of this proposal may be extended to other governmental agencies at the mutual agreement of both the city and awarded vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the successful contractor. The City of Inglewood does not warrant any additional use of the contract by such agencies. The vendor’s response as requested below will in no way affect the City of Inglewood’s consideration of this proposal.

Please indicate if this quote will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this proposal.

Yes [ ] No [x] Length of time ________________ Days/Months
Non-Collusion Declaration

The undersigned hereby declares and says:

I am the President of TRIO Community Meals, LLC., the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

(Full description of contract):

________________________________________
________________________________________
________________________________________
________________________________________

“I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 04/03/2023 [date], at Jackson [city], MS [state].

Signature of Officer or Authorized Agent

RFP-0199 Child and Adult Care Food Program and Summer Food Service Program
# Certificate of Insurance

## Certificate of Liability Insurance

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER:** Brown & Brown Inc.
80 South 9th Street
Suite 700
Minneapolis, MN 55402

**INSURED:**
ELOR, Inc DBA ELOR North America
THIO Community Meals
300 S. Tryon Street, Suite 400
Charlotte, NC 28202

**COVERAGES**

**CERTIFICATE NUMBER:** 66708937

**REVISION NUMBER:**

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<tr>
<td>B</td>
<td>UMBRELLA LIABILITY</td>
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<td>OCCUR</td>
<td>CLAIMS-MADE</td>
<td>09/01/22</td>
<td>09/01/23</td>
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<tr>
<td>C</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW</td>
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<td>09/01/23</td>
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<td>N/A</td>
<td>09/01/22</td>
<td>09/01/23</td>
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</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

- **Child and Adult Food Program. City of Inglewood its officials, employees, agents, County of Los Angeles, its officials, employees, agents are additional insured on a primary and non-contributory basis as respects general and automobile liability policies where required by written contract subject to the policy(s) terms and conditions. Waiver of subrogation applies in favor of the additional insured as respects general and automobile liability and workers compensation policies where required by written contract subject to the policy(s) terms and conditions. Umbrella liability policy sits over the underlying general liability policy to increase the limits to those required by contract. Sexual misconduct or abuse is not excluded on the general liability policy, subject to the policy terms and conditions.**

**CERTIFICATE HOLDER:** City of Inglewood
8th Floor, City Hall
One Manchester Blvd.
Inglewood, CA 90301

**CANCELLATION:**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE:**

---

**ACORD 25 (2018/03)**

ddebooah 66708937

---

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Proposer Checklist

BEFORE SUBMITTING YOUR PROPOSAL, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

1. SUBMITTAL REQUIREMENTS:
   a. Have you completed and submitted all of the items listed in this RFP? ✓

2. PROPOSAL:
   a. Have you responded to the proposed scope of work? ✓
   b. Is the proposal properly signed and dated? ✓
   c. If the proposal is being submitted by a corporation, is the corporate seal affixed to the proposal? ✓
   d. Have you submitted all requirements per this Request for Proposal? ✓

3. CONTRACT COMPLIANCE:
   a. Have you completed and signed the Declaration of the Proposer? ✓
   b. Have you completed the Extension of Contract to other Public Agencies? ✓
   c. Have you completed and signed the Non-Collusion Declaration? ✓
   d. Have you examined and understand the requirements and forms to be furnished on the project? ✓

4. BUSINESS TAX CERTIFICATE:
   a. Are you aware of General Provisions Section 3, entitled Inglewood Business Tax Certificate? ✓

5. BOND REQUIREMENTS:
   a. Is the amount of the Bid Bond at least five percent (5%) of the bid total? ✓
   b. Is the bond properly filled in and signed by Surety? ✓
   c. Is the amount of the Performance Bond at least ten percent (10%) of the bid total? ✓
   d. Is the bond properly filled in and signed by Surety? ✓
Contract Clarifications

The City of Inglewood CACFP (sometimes referred to as the “Client”) Request for Proposal (RFP) for Child and Adult Care Food Program and Summer Food Service Program contains provisions that TRIO Community Meals, LLC (sometimes referred to as the “Company”) would like to clarify. This serves as the Company’s respectful request (but does not demand) that Client consider the following terms for inclusion in the contract.

Assignment

Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld. Provided, however, that this shall not apply to Company’s transfer to a parent, sister or successor company where Company provides Client at least thirty (30) days written notice.

Subrogation

Client and Company waive any and all right of recovery from each other for property damage or loss of use thereof, however occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal death or injury. Company shall not be liable to the Client, in any way for damage to the Facilities or Premises caused by reason of fire, or other hazard, however caused, or by the reason of an act of God. In any event, Company shall not be held liable for any cause to an extent which would exceed effective coverage and dollar limits prevailing under the policies of insurance described in this Agreement.

Indemnification

Each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents (“Indemnified Parties”) against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including, without limitation, reasonable attorneys’ fees), costs and costs of court (collectively, “Damages”) which Indemnified Parties may hereafter sustain, incur or be required to pay arising out of the other party’s negligent acts, omissions or failure to perform obligations pursuant to this Agreement. Provided, however, neither party shall be required to defend, indemnify and hold harmless the other party for any intentional or criminal actions of the other party or its employees, visitors or invitees. Client agrees to defend, indemnify and hold harmless Company Indemnified Parties from all Damages which may arise due to any act or omission of a Company Party made in compliance with a Client’s rules or requirements.
Limitation of Liability

Company’s entire liability and Client’s exclusive remedy for damages arising out of or related to this Agreement or the Food Services shall not exceed the total amount paid by Client to Company for the current term of this Agreement (not to exceed three (3) years). COMPANY SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.

Excused Performance

If performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, pandemic, epidemic, fire, flood, Act of God or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.

Termination for Convenience

Either Party may terminate this Agreement with or without cause by written notice to the other party given not less than (30) days prior to the effective date of termination.

Change in Conditions

The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the “Conditions”). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client’s representations regarding existing and future conditions (the “Representations”). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company’s charges to the Client. Company will provide a thirty (30) day notice of such increased charges. If Company sustains increases in its operational costs (e.g. product or labor costs), Company, with written notification to Client, may increase its prices for items to recover such increased costs.
Non-Hire

Client acknowledges that Company has invested considerable amounts of time and money in training its Supervisory Employees. Therefore, the Client agrees that during the Supervisory Employee's employment with Company and for a period of twelve (12) months thereafter no Supervisory Employees of Company will be hired by Client nor any facility affiliated with Client, nor will Client permit employment of Company Supervisory Employees on Client's Premises or the Premises of any facility affiliated with Client. Client agrees that if it violates this provision, Client shall pay to Company and Company shall accept as liquidated damages and not as a penalty, an amount equal to one time the annual salary of the Supervisory Employee(s) hired by or allowed to work with Client in violation of the terms of this Agreement. Company shall be entitled to pursue all other remedies available under federal, state, or local law. This provision shall survive the termination of this Agreement.
Thank you for the time you have taken to review our proposal. Our team is dedicated to providing you with a premier program. We are committed to supporting your mission and efforts to serve your community. We look forward to the future and building upon our partnership.
Attachment No. 3
The City of Inglewood

Request for Proposal (RFP) for

Child and Adult Care Food Program and Summer Food Service Program

Solicitation Number: RFP-0199

Solicitation Issue Date: March 23, 2023

Questions and Comments Due: April 3, 2023 at 12:00 p.m.

Proposal Due Date and Time (Closing Date): April 13, 2023 at 2:00 p.m. in Purchasing and Contract Services Division

Contract Terms: One (1) year from the effective date, with four (4), one (1) year options as defined in the City’s General Provisions.

Submissions: The proposer is required to provide one (1) original, one (1) copy, and one (1) electronic copy (e.g., USB drive)

City Contact: Rocio Nunez, Procurement and Contracts Coordinator, (310) 412-5266, rnunez@cityofinglewood.org

The completed and signed RFP signature page is required, with the most recent addendum listed as an acknowledgment of all addenda issued.

Note: Emailed submissions will not be accepted.
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Invitation to Submit Proposals for RFP-0199

The City of Inglewood invites and will receive proposals duly filed herein for qualified “Child and Adult Food Program and Summer Food Service Program,” as specified in this document.

Each proposal shall be submitted and completed in all particulars and must be enclosed in a sealed package addressed to the City of Inglewood, Purchasing and Contract Services Division 8th floor, One Manchester Blvd., Inglewood, CA 90301, with the designation of the project, “Child and Adult Food Program and Summer Food Service Program” appearing thereon.

Proposals will be opened in public on April 13, 2023 at 2:00 p.m. in the Purchasing and Contract Services Division and will be announced then and there to all persons present. Specifications and other proposal documents for the above service are on the City’s PlanetBids portal.

**BONDS REQUIRED**

Each proposal must be accompanied by a **Bid Bond**, for an amount of not less than five percent (5%) of the aggregate of the proposal, as a guarantee that the successful proposer will, within the time specified, enter into an agreement as provided in the proposal document and furnish bonds when required in the Special Provisions. A **Faithful Performance Bond** for an amount of not less than ten percent (10%) and must be submitted within 10 days of contract award.

**Note: School Districts that participate in the summer food program do not need to submit bid bonds or performance bonds.**

The City reserves the right to waive any irregularity within any proposal and to take proposals under advisement for a period of ninety (90) calendar days from and after the date proposals are opened and announced.

The following conditions and terms apply:

1) The City Council reserves the right to reject any or all proposals.

2) Attached are detailed specifications and conditions for proposal submission.

3) You must execute your contract within ten (10) days after the City mails it. If the contract is not executed within ten (10) days, the City reserves the unilateral right to cancel it.

4) If any provision of the contract is violated, the City, after suitable notice, may cancel the contract and make arrangements to have the products and or services supplied by others. Any extra cost to the City will be paid by the vendor.

5) Proposals may be obtained from the City’s PlanetBids portal located at https://www.planetbids.com/portal/portal.cfm?CompanyID=45619.

6) All proposals with pricing must be for specific amounts. Any attempt to qualify prices with an ‘escalation clause’ or any other method of making a price variable, is unacceptable. Proposal shall be valid for ninety (90) calendar days from and after the date proposals are opened and announced.

7) The City reserves the right to add or subtract quantities and/or services based on the unit prices/unit lump sums so indicated as its budgetary needs may require.
8) All requests for proposal documents can please be located on the City of Inglewood’s Planet Bids Portal.

[Signature]

Date: 03/22/2023

Sharon Koike, Assistant Finance Director
Request for Proposal Timeline

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Questions Concerning Proposal Requirements

All questions and issues related to proposal requirements or information expected for each statement package should be made on City’s PlanetBids portal:

https://www.planetbids.com/portal/portal.cfm?CompanyID=45619

The City of Inglewood will only communicate with one person per proposal. It is the responsibility of the Proposer to ensure that the City has the correct name and address of the contact person, phone number, and e-mail address. All changes to the instructions of this RFP will be done through written addendum and posted on the City’s PlanetBids portal.

**NO QUESTIONS WILL BE RECEIVED OR RESPONDED TO AFTER**
April 3, 2023 at 12:00 p.m.

Submission of Proposals

Written responses to the RFP must be prepared as specified in this proposal. Respondents should follow the Proposer Checklist on page 46 to ensure that all requirements are met. No changes to responses may be made after the submittal deadline.

- One (1) original unbound, one (1) copy and one (1) electronic file on a USB drive for Child and Adult Food Program and Summer Food Service Program. **ATTN: Rocio Nunez, received on or before, but no later than April 13, 2023 at 2:00 p.m. at the Purchasing and Contract Services Division.** Any responses received after the specified date and time will not be considered by the City.

- Original responses and package copy shall be enclosed in a sealed package with the name and address of the respondent in the upper left-hand corner and marked “Child and Adult Food Program and Summer Food Service Program.”

- The response shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the respondent and submitted to:

  Rocio Nunez  
  8th Floor Purchasing and Contract Services Division  
  City of Inglewood  
  One Manchester Blvd.  
  Inglewood, CA 90301
The City reserves the right to waive informalities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations, and to make awards to the proposer whose proposal is most beneficial to the needs of the City. Each firm is responsible for the timely delivery of any response. Additionally, the City will not be responsible for the delivery of any proposal to the wrong address or City department. Each firm assumes all risks and/or consequences of an incorrect delivery or an untimely delivery of a proposal.

SAM Registration

Since this is a federal grant-funded project, the awarded vendor must register with the System for Award Management’s website https://sam.gov/content/home before awarding and executing a contract.
1. Introduction
The City of Inglewood is a full-service city that encompasses nine square miles and has a residential population of 105,181. The City provides a full range of first-class municipal services that are delivered by dedicated City employees. The City employs approximately 800 full-time employees and has a Council City-Manager form of government. The City provides a full range of services normally associated with a municipality, including administration, police and fire protection services, engineering, public works, parks, recreation, library, planning, building, various maintenance services, water, wastewater and solid waste utility services.

2. Background Information
The City of Inglewood, a participant in the Child and Adult Care Food Program (CACFP) and Summer Food Service Program (SFSP), is inviting proposals from prospective suppliers of meals in order to comply with federal regulations governing the Program in matters of procurement. The contract will be for meals served to children at designated sites.

3. Definitions
   Definitions (as used herein):
   a) The term “Proposal” means an offer to perform the work described in the RFP at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
   b) The term “Proposer” means a Food Service Management Company submitting a proposal in response to the RFP.
   c) The term “Contractor” means the Food Service Management Company to whom the proposal is awarded and with whom the contractual agreement is executed.
   d) The term “CDE” means the California Department of Education, Nutrition Services Division.
   e) The term “CACFP” means the Child and Adult Care Food Program.
   f) The term “SFSP” means the Summer Food Service Program.
   g) The term “Food Service Management Company” means an organization, other than a public or private nonprofit school, with which the agency may contract for preparing, and unless otherwise provided for, delivering meals, with or without milk, for use in the Program.
   h) The term “Agency” means the Inglewood Parks, Recreation, and Community Services Department that issues this RFP.
   i) The term “Program” means the CACFP as set forth in the 7 CFR, Part 226, and/or SFSP as set forth in 7 CFR, Part 225.
   j) The term “Utilized Meal” means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.

Other terms shall have the meanings ascribed to them in the CACFP, 7 CFR Part 226 and/or SFSP as set forth in 7 CFR Part 225.
4. Scope of Services

1. The Contractor agrees to deliver unitized meals INCLUSIVE of milk to locations set in Schedule A, attached hereto and made a part hereof, subject to change in the terms and conditions of this solicitation.

2. All meals furnished for the Program under this contract must meet or exceed U.S. Department of Agriculture (USDA) requirements set out in Schedule B, attached hereto and made a part hereof. All yields of cooked and uncooked products shall conform to yields identified in the USDA’s Food Buying Guide.

3. The Contractor agrees to furnish meals for the program in accordance with the menu cycle that appears in Schedule C, attached hereto and made a part hereof.

4. The Contractor shall furnish meals for the program as ordered by the Agency during the period of JUNE 12, 2023 to JUNE 06, 2024. The contract term will be for one (1) year, renewable up to four (4) years in one (1) year increments.

5. The Contractor shall furnish meals for the program as ordered by the agency FIVE (5) days a week.

6. Three (3) of the five (5) lunches/suppers provided per week must be hot meals.

5. Contract Specifications

1. Requirements Contract

(a) This is a requirements contract for services specified in the Sections and Schedules and for the period set forth herein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the Agency’s requirements for services set forth in the Sections and Schedules do not result in orders in the amounts or quantities described as “estimated” in the Sections and Schedules, such event shall not constitute the basis for an equitable price adjustment under this contract.

(b) The Agency shall not be required to purchase from the Contractor requirements in excess of the limit on total orders under this contract, if any.

(c) The Agency may issue orders that provide for delivery or performance at multiple destinations.

(d) The Agency shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the Contractor for services specified in the Sections and Schedules will be dependent upon the needs and requirements of the agency.

(e) Regulatory or guidance changes prescribed by the USDA or CDE, during the duration of this contract, shall be considered a basis for renegotiation with prior approval and agreement from CDE, of the terms and conditions of the contract between the agency and the Contractor. Authority for such renegotiation must be requested from CDE, in writing by the agency, prior to the commencement of any such renegotiation.
2. **Pricing**

Pricing shall be on the numbers described on the Proposal and Statement page. All proposers must submit proposals on the same menu cycle provided by the agency. Proposal prices must include the price of food, milk (if applicable), packaging, transportation, and all other related costs (e.g., condiments, utensils, etc.) that are essential to the content of the food service.

3. **Unit Prices**

The unit prices of each meal type that the proposer agrees to furnish must be written in ink or typed in the blank space provided in Section D of the Unit Price Schedule, including proper packaging as required in the specifications, and the costs of delivery to the designated sites. Unit prices shall include taxes; but, any charges or taxes that are required to be paid under future laws must be paid by the proposer at no additional charge to the agency.

4. **Meal Orders**

The agency will order meals on **TUESDAY** of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each center and each type of meal. The agency reserves the right to increase or decrease the number of meals ordered on a **24** hour notice (or less if mutually agreed upon between the parties to this contract).

5. **Menu-cycle Change Procedure**

Meals shall be delivered on a daily basis in accordance with the menu cycle which appears in **Schedule C**. Deviation from this menu cycle shall be permitted only upon authorization of the agency. When an emergency situation prevents the Contractor from delivering a specified meal component, the Contractor shall notify the agency immediately so substitutions can be agreed upon. The agency reserves the right to periodically suggest menu changes that are within the Contractor’s food cost.

6. **Noncompliance**

The Agency reserves the right to inspect and determine the quality of food delivered and reject any meals that do not comply with the requirements and specifications of the contract. The Contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications. The agency reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The Contractor shall be responsible for any excess cost but will receive no adjustment in the event the meals are procured at a lesser cost. The agency or agency representative inspecting shall notify the Contractor in writing as to the number of meals rejected and the reasons for rejection.
7. **Title III C Assurance**

The Contractor assures the agency that no Title III C funds will be applied to the cost of the meals furnished.

8. **Specifications**

(a) Packaging

(1) Hot Meal Unit packaging shall be suitable for maintaining meals in accordance with local health standards. The Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher.

(2) Cold Meal Unit or Unnecessary-to-heat Container and overlay shall be plastic or paper and non-toxic.

(3) Cartons – each carton shall be labeled and the label shall include:
   A. The processor’s (plant) name and address
   B. Item identity and meal type
   C. Date of production
   D. Quantity of individual units per carton

(4) Meals shall be delivered with the following non-food items: condiments, straws, napkins, single service ware, etc.

(b) Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

(c) Food Specifications

Proposals are to be submitted on the menu cycle included as Schedule C and shall include, at a minimum, the portions specified by the USDA for each meal, which are included in Schedule B of this RFP.

All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA-approved inspection program and bear the appropriate seal. Upon delivery, all meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration.

(d) Product Specifications

Milk and milk products are defined as "...fluid types of pasteurized flavored or unflavored whole milk or low-fat milk, or skim milk or cultured buttermilk, which meets state and local standards for such milk..." Milk delivered hereunder shall conform to these specifications.

**Note:** Only low-fat one percent (1%) or nonfat milk can be served to individuals two (2) years and older.
9. **Delivery Requirements**

(a) Deliveries shall be made by the Contractor to each center listed on the attached Schedule A in accordance with the order from the agency.

(b) Meals shall be delivered, unloaded, and placed in the designated center daily by the Contractor's personnel at each of the locations and times listed on the Schedule A.

(c) The Contractor shall be responsible for the delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during the transportation and delivery of all food to insure the wholesomeness of food at delivery in accordance with state or local health codes.

(d) The agency reserves the right to add or delete centers. This shall be done by the amendment of Schedule A, the agency shall notify the Contractor of such amendments to Schedule A not less than one week prior to the required date of service. Any changes in transportation costs that occur as a result of adding or deleting centers shall be negotiated and noted in the modification. The Contractor's invoice shall show the cost as a separate item for that center.

10. **Supervision and Inspection**

The Contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.

11. **Record Keeping**

a. Transport records must be prepared by the Contractor – one for the Contractor, one for the center personnel, and one for the agency. Transport records must be itemized to show the number of meals of each type delivered to each center. Designees of the agency at each center will check the adequacy of the delivery and the meals before signing the delivery ticket. Invoices shall be accepted by the agency only if they accurately represent the transport records signed by the agency's designee at the center.

b. The Contractor shall maintain records supported by transport records, purchase orders, and production records for this contract or other evidence for inspection and reference to support payments and claims.

c. The books and records of the Contractor pertaining to this contract shall be available for a period of three (3) years from the date the agency submits to CDE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for inspection and audit by representatives of CDE, the USDA, the agency, and the Controller General of the United States at any reasonable time and place.
12. **Method of Payment**

The Contractor shall submit its itemized invoices to the agency **MONTHLY**. Each invoice shall give a detailed breakdown of the number of meals delivered and signed for at each center during the preceding **MONTH**. Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the center representative of the agency.

13. **Inspection of Facility**

- The agency, CDE, and the USDA reserve the right to inspect the Contractor’s preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during the preparation and delivery of meals.

- The Contractor’s facilities shall be subject to periodic inspections by the USDA, state, and local health departments, or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with USDA regulations.

- The Contractor shall provide for meals that it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared, transported, and delivered. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria that may be present in meals served by other establishments in the locality.

- The vendor must provide the City with a copy of their health certification for the food service facility in which the meals will be prepared in.

14. **Availability of Funds**

The agency shall have the option to cancel this contract if the federal government withdraws funds to support the CACFP and/or SFSP. It is further understood that, in the event of cancellation of the contract, the agency shall be responsible for meals that have already been assembled and/or delivered in accordance with this contract.

15. **Number of Meals and Delivery Times**

The Contractor must provide the exact number of meals ordered. Counts of meals will be made at all centers before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

16. **Emergencies**

In the event of unforeseen emergency circumstances, the Contractor shall immediately notify the agency of the following: (a) the impossibility of on-time delivery; (b) the circumstance(s) precluding delivery; and (c) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than **TWO** (2) hours after specified mealtime. Emergency circumstances at the center precluding the utilization of meals are the concern of the agency. The agency may cancel orders provided
it gives the Contractor at least **TWENTY-FOUR (4)** hours’ notice. Adjustments for emergency situations affecting the Contractor’s ability to deliver meals or the agency’s ability to utilize meals for periods longer than 24 hours will be mutually worked out between the Contractor and the agency.

17. **Termination**

(a) The agency reserves the right to terminate this contract if the Contractor fails to comply with any of the requirements of this contract. The agency shall notify the Contractor of specific instances of noncompliance in writing. In instances where the Contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the agency shall have the right upon written notice to immediately terminate the contract and the Contractor shall be liable for any damages incurred by the agency. The agency shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.

(b) The agency shall by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found by the agency that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor to any officer or employee of the agency, with a view toward securing the contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the agency makes such findings shall be in issue and may be reviewed in any competent court.

(c) In the event this contract is terminated as provided in paragraph (b) hereof, the agency shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three (3) nor more than ten (10) times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

(d) The rights and remedies of the agencies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

18. **Subcontracts and Assignments**

The Contractor shall not subcontract with any other Contractor for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the agency, this contract or any interest therein. In the event of any assignment, the Contractor shall remain liable to the agency as principal for the performance of all the Contractor’s obligations under this contract.

6. **Content of Proposal**

A formal responsive proposal is required from firms that would like to be considered for placement on the RFP Response list. The contents of the proposal must be complete and concise.
Supplementary visual aids, videotapes, computerized information, and other extraneous materials will not be accepted. Once submitted, Proposals, including the composition of the consulting team, cannot be altered without the prior written consent of the City of Inglewood.

The proposal shall be in the form of a written report prepared on 8 ½” x 11” sheets (one-sided). **One (1) original unbound, three (3) bound copies, and one (1) electronic file on a USB drive are required.** The text for Section II noted below must contain no more than fifteen one-sided pages of minimum 10-point type lettering.

Any reproductions of photos, drawings, and/or diagrams included in the Proposals shall be the same as in the original. The proposal shall, at a minimum, include the following sections:

A. **Cover Letter**

   Each Proposer shall submit with their proposal a cover letter identifying the Proposer and the proposal package being submitted. Proposers may include other important general information, which is deemed significant enough to be highlighted. An authorized representative of the Proposer must sign the cover letter. Proposer’s representative shall identify the name, title, office location, telephone number, fax number, and e-mail address.

B. **Table of Contents**

   Include a Table of Contents listing the various sections included in the proposal.

C. **Statement Description**

   **Section I: EXECUTIVE SUMMARY**

   Proposers shall include in their Proposal, an Executive Summary that indicates your firm’s expertise and strengths. Additionally, this section must include a brief statement of your background and examples of your accomplishments that distinguish your firm from other firms to be the most competitive for this RFP.

   The text for the Executive Summary must contain no more than two (2) one-sided pages of minimum 10-point type lettering.

   **Section II: PROPOSED APPROACH**

   Proposers shall describe their approach to providing services. The following areas must be addressed in the scope of work.

   1) An explanation of your firm’s approach to developing Summer Food Service Program and Child and Adult Care Food Program plans and specifications.

   2) Description of your firm’s approach to working with clients and their staff members.

   3) Description of the firm’s management philosophy.

   4) Areas no in this RFP, but which the Proposer believes are essential to the effective performance and completion of these services should also be addressed in the proposal.

   5) Definition of proposed tasks and estimated staff hours, and proposed work schedule.
Section III: ORGANIZATIONAL CHART AND TEAM IDENTIFICATION

A. Organizational Chart:

Please submit a project organizational chart with the following information:

1) Names and titles of individuals; and

2) Names and titles of possible sub-consultants who may be involved in this project.

B. Team Identification:

1) Identify the firm’s business structure (i.e. whether the firm is a corporation, limited partnership, sole proprietorship, etc.), location of headquarters office and location of any local offices, telephone number, fax number, and e-mail address.

2) Identify the names of general partners or owner(s) of the firm, their titles, office location, telephone number, fax number, and e-mail addresses.

3) List the name, title, address, telephone number, background and responsibilities of each individual to be assigned to the project including

4) Specific designations of the individual charged with the supervision of the project team.

5) Include a responsibility matrix indicating the reporting structure and responsibilities of each member of the project team.

6) Identify each possible sub-consultant by firm’s name, primary representative and title, telephone number, fax number, e-mail address, location of the headquarters, and location of any local offices.

Section IV: TEAM DESCRIPTION, EXPERIENCE AND ACCOMPLISHMENTS

Proposal must include the following information:

A. Project Manager:

Describe the professional qualifications, capabilities, project experience, education, training, and the present office location. Provide a list of specific examples of the Project Manager’s qualifications, experience, and accomplishments in any relevant past or ongoing projects, for a minimum of five (5) projects. Describe each project in detail, including when the project was completed and where it was located, the name of the company and contact person, including his/her current telephone number, fax number, e-mail address, and any other reference information. Describe experience that required a Summer Food Service Program and Child and Adult Care Food Program.

B. Other Key Personnel

- Include the names and resumes of all key personnel who are employed by Contractor and who may be assigned to perform services pursuant to a subsequent contract.

- Provide a complete statement of qualifications and experience to accomplish such project, accomplishments, background and a description of that person’s strengths
and skills relative to the proposed scope of work to be performed. This statement
must include degrees obtained and other experience; contract amount managed;
what was accomplished; and the beginning and ending dates of the projects cited for
relevant experience.

- The City must be notified of any change in the individuals proposed by the Proposer
for this RFP. The City reserves the right to verify each candidate’s experience and
education.

Section V: CONTRACTING TRACK RECORD AND ACCOMPLISHMENTS

Proposers must list all previous contracts with the City of Inglewood within the last ten (10)
years and a maximum of most recent five (5) contracts with other large organizations, public
or private, similar to the projects described in this RFP. Submit this information for the prime
consultant and each possible subcontractor(s), team member of a consortium or joint
venture. For each contract provide the following information:

1) Name of the project.
2) Dollar amount of project.
3) Firm’s contract amount.
4) Summary of scope of work.
5) Name, address and telephone number of client’s representative responsible for
   administering the contract.

The City reserves the right to validate any information contained in this proposal, including
contacting the referenced clients to verify information and/or to solicit comments.

Section VI: PROPOSAL AND STATEMENT PAGE

The Proposer shall submit a separate sealed envelope containing a definition of the proposed
compensation for their services.

7. Threshold Responsiveness Requirements and Minimum Qualifications

7.1. Threshold Responsiveness Requirements

Proposers should assume that their written submittal in response to this RFP will be the exclusive
basis on which the City will consider its award for the contract. Therefore, each Proposer should
be as thorough as possible when responding to this RFP and provide its written Proposal
consistent with, and in the order described in this RFP.

Proposers will not be able to add to or modify their proposals after the Proposal due date. The
City may deem a Proposer non-responsive if the Proposer fails to provide all required documents
and copies or for any other reason the Proposal does not fully comply with the requirements,
instructions and rules contained in this RFP.

7.2. Minimum Qualifications

The Contractor shall provide the following information and documents (when applicable):

RFP-0199 Child and Adult Care Food Program and Summer Food Service Program
• Possess and maintain current insurance as specified in the General Provisions Section 8 Insurance Requirements of the RFP. Please provide a copy of the current insurance certificates with the proposal submittal.

• Performance Bond – The successful Proposer will provide the City with a Performance Bond in the amount of ten percent (10%) of the contract price. The Contractor must execute the Bond from a licensed Surety company listed in the Treasury Circular 570.

• Bid Bonds – Proposals more than $150,000 will include a bid bond in the amount of five percent (5%) of the proposal price. The Contractor must execute the Bond from a licensed Surety company listed in the Treasury Circular 570.

8. Evaluation and Selection Process

The City will conduct an initial review and evaluation of each Proposal for responsiveness as set forth in Section 7.1 of this RFP and for the satisfaction of the minimum qualifications set forth in Section 7.2 of this RFP. All Proposals that are responsive and meet all the minimum qualifications will be evaluated on the basis of professional experience and qualifications of services to be performed. If a Proposal is non-responsive or fails to satisfy any of the minimum qualifications, then the City may reject the Proposal and disqualify it from further evaluation and consideration for the award, and the corresponding Proposer will be so advised.

Proposals will be reviewed and ranked in accordance with the criteria below for scoring based upon a 100-point rating scale. Proposers may be invited for an interview.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall qualifications, background, and experience of the proposer in providing services detailed in the scope of work.</td>
<td>25</td>
</tr>
<tr>
<td>Experience and qualifications of project managers and key staff.</td>
<td>25</td>
</tr>
<tr>
<td>Local experience, accomplishments</td>
<td>20</td>
</tr>
<tr>
<td>References</td>
<td>10</td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>20</td>
</tr>
<tr>
<td>Grand Total:</td>
<td>100</td>
</tr>
</tbody>
</table>

8.1. Selection Process

A ranking of the proposers will be made by a score from high to low. The highest-ranked proposer will be invited will be selected. The contract will then be presented to the City Council for an award.
Bidder’s Proposal and Statement Page

To the Mayor and City Council

City of Inglewood

Inglewood, CA 90301

“CHILD AND ADULT CARE FOOD PROGRAM AND SUMMER FOOD PROGRAM”

The undersigned proposes and agrees to furnish in accordance with the City’s specifications: FOR ALL SERVICES AS DESCRIBED IN THE TECHNICAL SPECIFICATIONS.

Proposers are to submit prices on the following meal types meeting the contract specifications set forth in Schedules B, and C, for meals to be delivered to all of the centers stated in Schedule A. The figures in the unit price schedule are +/- 10 serving per day.

<table>
<thead>
<tr>
<th>UNIT PRICE SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Meal Type²</td>
</tr>
<tr>
<td>Breakfast</td>
</tr>
<tr>
<td>Lunch</td>
</tr>
<tr>
<td>P.M. Snack</td>
</tr>
<tr>
<td>Supper</td>
</tr>
<tr>
<td>Evening Snack</td>
</tr>
<tr>
<td>Grand Annual Total:</td>
</tr>
</tbody>
</table>

NOTE: Total is to include all taxes and fees.

In the event of any inconsistencies or errors, the unit price (D) will take precedence.

Instructions for completion of Unit Price Schedule above:

1. The Agency shall indicate which meal types the Vendor will be providing meals during the contract period (strike-out extraneous meal types in Column A). If unitized meals will be required, the Agency must indicate so by placing unitized meal in parenthesis after the meal type.

2. The Agency shall fill in the estimated number of meals that will be served each day (Column B) by meal type during the contract period.

3. The Agency shall fill in the number of anticipated operating days that meals will be served (Column C) during the contract period.

4. The bidder shall insert the appropriate unit price (Column D) for each meal type indicated by the Agency.

5. The bidder shall calculate the total price (Column E) by multiplying B x C x D.

RFP-0199 Child and Adult Care Food Program and Summer Food Service Program
## CACFP LOCATIONS WHERE THE PROGRAM WILL OPERATE

<table>
<thead>
<tr>
<th>NAME OF CENTER</th>
<th>ADDRESS AND TELEPHONE NUMBER</th>
<th>AUTHORIZED DESGNEE</th>
<th>DAYS OF THE WEEK MEALS ARE TO BE DELIVERED</th>
<th>TYPES OF MEAL</th>
<th>AVERAGE NUMBER OF EACH MEAL TYPE NEEDED</th>
<th>DELIVERY TIME FOR MEALS BY TYPE</th>
<th>BEGINNING AND ENDING DATES OF EACH CENTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crenshaw Imperial Library</td>
<td>11141 Crenshaw Blvd. Inglewood, CA 90303 (310) 412-8750</td>
<td>Mariela Mansour</td>
<td>Monday-Friday</td>
<td>Supper</td>
<td>20</td>
<td>1:00 p.m.</td>
<td>10/02/2023 6/06/2024 to</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Evening Snack</td>
<td>15</td>
<td>3:00 p.m.</td>
<td>10/02/2023 6/06/2024 to</td>
</tr>
<tr>
<td>Darby Park</td>
<td>3400 W. Arbor Vitae St. Inglewood, CA 90305 (310) 412-8750</td>
<td>Mariela Mansour</td>
<td>Monday-Friday</td>
<td>Supper</td>
<td>20</td>
<td>1:00 p.m.</td>
<td>10/02/2023 6/06/2024 to</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Evening Snack</td>
<td>15</td>
<td>3:00 p.m.</td>
<td>10/02/2023 6/06/2024 to</td>
</tr>
<tr>
<td>Inglewood Main Library</td>
<td>101 W. Manchester Blvd. Inglewood, CA 90301 (310) 412-8750</td>
<td>Mariela Mansour</td>
<td>Monday-Friday</td>
<td>Supper</td>
<td>25</td>
<td>1:00 p.m.</td>
<td>10/02/2023 6/06/2024 to</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Evening Snack</td>
<td>15</td>
<td>3:00 p.m.</td>
<td>10/02/2023 6/06/2024 to</td>
</tr>
<tr>
<td>Rogers Park</td>
<td>400 W. Beach Ave. Inglewood, CA 90302 (310) 412-8750</td>
<td>Mariela Mansour</td>
<td>Monday-Friday</td>
<td>Supper</td>
<td>20</td>
<td>1:00 p.m.</td>
<td>10/02/2023 6/06/2024 to</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Evening Snack</td>
<td>15</td>
<td>3:00 p.m.</td>
<td>10/02/2023 6/06/2024 to</td>
</tr>
<tr>
<td>NAME OF CENTER</td>
<td>ADDRESS AND TELEPHONE NUMBER</td>
<td>AUTHORIZED DESIGNEE</td>
<td>DAYS OF THE WEEK MEALS ARE TO BE DELIVERED</td>
<td>TYPES OF MEAL</td>
<td>AVERAGE NUMBER OF EACH MEAL TYPE NEEDED</td>
<td>DELIVERY TIME FOR MEALS BY TYPE</td>
<td>BEGINNING AND ENDING DATES OF EACH CENTER</td>
</tr>
<tr>
<td>---------------------</td>
<td>------------------------------</td>
<td>---------------------</td>
<td>------------------------------------------</td>
<td>---------------</td>
<td>----------------------------------------</td>
<td>----------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>Ashwood Park</td>
<td>201 S. Ash Ave. Inglewood, CA 90302 (310) 412-8750</td>
<td>Marisela Mansour</td>
<td>Monday-Friday</td>
<td>Lunch</td>
<td>30</td>
<td>10:30 a.m.</td>
<td>6/12/23 to 8/18/23</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PM Snack</td>
<td>20</td>
<td>12:30 p.m.</td>
<td></td>
</tr>
<tr>
<td>Darby Park</td>
<td>3400 W. Arbor Vitae St. Inglewood, CA 90305 (310) 412-8750</td>
<td>Marisela Mansour</td>
<td>Monday-Friday</td>
<td>Breakfast</td>
<td>35</td>
<td>11:30 p.m.</td>
<td>6/12/23 to 8/18/23</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lunch</td>
<td>50</td>
<td>1:30 p.m.</td>
<td></td>
</tr>
<tr>
<td>Edward Vincent Jr.</td>
<td>700 Warren Ln. Inglewood, CA 90302 (310) 412-8750</td>
<td>Marisela Mansour</td>
<td>Monday-Friday</td>
<td>Lunch</td>
<td>40</td>
<td>11:30 p.m.</td>
<td>6/12/23 to 8/18/23</td>
</tr>
<tr>
<td>Park</td>
<td></td>
<td></td>
<td></td>
<td>PM Snack</td>
<td>15</td>
<td>1:30 p.m.</td>
<td></td>
</tr>
<tr>
<td>Inglewood Main</td>
<td>101 W. Manchester Blvd. Inglewood, CA 90301 (310) 412-8750</td>
<td>Marisela Mansour</td>
<td>Monday-Friday</td>
<td>Lunch</td>
<td>20</td>
<td>11:30 p.m.</td>
<td>6/12/23 to 8/18/23</td>
</tr>
<tr>
<td>Library</td>
<td></td>
<td></td>
<td></td>
<td>PM Snack</td>
<td>15</td>
<td>1:30 p.m.</td>
<td></td>
</tr>
<tr>
<td>Lockhaven Community</td>
<td>1125 Doty Ave. Inglewood, CA 90303 (310) 412-8750</td>
<td>Marisela Mansour</td>
<td>Monday-Friday</td>
<td>Breakfast</td>
<td>25</td>
<td>8:00 a.m.</td>
<td>6/12/23 to 8/18/23</td>
</tr>
<tr>
<td>Center</td>
<td></td>
<td></td>
<td></td>
<td>Lunch</td>
<td>25</td>
<td>11:00 a.m.</td>
<td></td>
</tr>
<tr>
<td>North Park</td>
<td>525 Hargrave Ave. Inglewood, CA 90302 (310) 412-8750</td>
<td>Marisela Mansour</td>
<td>Monday-Friday</td>
<td>Lunch</td>
<td>20</td>
<td>11:30 p.m.</td>
<td>6/12/23 to 8/18/23</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PM Snack</td>
<td>15</td>
<td>1:30 p.m.</td>
<td></td>
</tr>
<tr>
<td>Rogers Park</td>
<td>400 W. Beach Ave. Inglewood, CA 90302 (310) 412-8750</td>
<td>Marisela Mansour</td>
<td>Monday-Friday</td>
<td>Breakfast</td>
<td>35</td>
<td>11:30 p.m.</td>
<td>6/12/23 to 8/18/23</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lunch</td>
<td>50</td>
<td>1:30 p.m.</td>
<td></td>
</tr>
<tr>
<td>Siminski Park</td>
<td>9717 Inglewood Ave Inglewood, CA 90301 (310) 412-8750</td>
<td>Marisela Mansour</td>
<td>Monday-Friday</td>
<td>Breakfast</td>
<td>20</td>
<td>8:00 a.m.</td>
<td>6/12/23 to 8/18/23</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lunch</td>
<td>40</td>
<td>11:00 a.m.</td>
<td></td>
</tr>
<tr>
<td>Crenshaw Imperial</td>
<td>11141 Crenshaw Blvd. Inglewood, CA 90309 (310) 412-8750</td>
<td>Marisela Mansour</td>
<td>Monday-Friday</td>
<td>Lunch</td>
<td>20</td>
<td>11:30 a.m.</td>
<td>6/12/23 to 8/18/23</td>
</tr>
<tr>
<td>Library</td>
<td></td>
<td></td>
<td></td>
<td>PM Snack</td>
<td>15</td>
<td>1:30 p.m.</td>
<td></td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th></th>
<th>BIRTH THROUGH FIVE MONTHS</th>
<th>SIX THROUGH ELEVEN MONTHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>**BREAKFAST, LUNCH, AND</td>
<td>4 TO 6 FLUID (FL.) OUNCE (OZ.)</td>
<td>6 TO 8 FL OZ.</td>
</tr>
<tr>
<td>SUPPER</td>
<td>BREAST MILK¹</td>
<td>BREAST MILK¹ AND</td>
</tr>
<tr>
<td></td>
<td>OR FORMULA²</td>
<td>OR FORMULA² AND</td>
</tr>
<tr>
<td></td>
<td>0 TO 4</td>
<td>0 TO 4</td>
</tr>
<tr>
<td></td>
<td>TABLESPOON</td>
<td>Infant Cereal²,³</td>
</tr>
<tr>
<td></td>
<td>(Tbsp.)</td>
<td>MEAT, FISH,</td>
</tr>
<tr>
<td></td>
<td>0 TO 2 OZ.</td>
<td>POULTRY, WHOLE EGG,</td>
</tr>
<tr>
<td></td>
<td>0 TO 4 OZ.</td>
<td>COOKED DRY BEANS OR</td>
</tr>
<tr>
<td></td>
<td>(½ cup)</td>
<td>COOKED DRY PEAS OR</td>
</tr>
<tr>
<td></td>
<td>0 TO 2 Tbsp.</td>
<td>CHEESE OR</td>
</tr>
<tr>
<td></td>
<td>0 TO 2 Tbsp.</td>
<td>YOGURT⁴ OR</td>
</tr>
<tr>
<td></td>
<td>0 TO 2 Tbsp.</td>
<td>COMBINATION OF THE ABOVE⁵ AND</td>
</tr>
<tr>
<td></td>
<td>0 TO 2 Tbsp.</td>
<td>FRUIT, VEGETABLE, OR COMBINATION OF BOTH⁶,⁷</td>
</tr>
<tr>
<td></td>
<td>0 TO 2 Tbsp.</td>
<td></td>
</tr>
</tbody>
</table>

¹ Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

² Infant formula and dry infant cereal must be iron-fortified.

³ Beginning October 1, 2019, oz equivalents (eq) are used to determine the quantity of creditable grains.

⁴ Yogurt must contain no more than 23 grams (g) of total sugars per 6 oz.

⁵ A serving of this component is required when the infant is developmentally ready to accept it.

⁶ Fruit and vegetable juices must not be served.

⁷ A serving of grains must be whole grain-rich (WGR), enriched meal, or enriched flour.

⁸ Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21 g sucrose and other sugars per 100 g of dry cereal).

**CERTIFICATION**

I hereby certify that all meals claimed shall meet the minimum requirements set forth in the meal patterns for infants and older children as prescribed by Title 7, Code of Federal Regulations, Section 226.20.

<table>
<thead>
<tr>
<th>PRINTED NAME OF AGENCY'S AUTHORIZED REPRESENTATIVE</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGENCY NAME</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE B
# Child and Adult Care Food Program
## Meal Pattern for Older Children

### Breakfast (Select All Three Components)

<table>
<thead>
<tr>
<th>Component</th>
<th>Ages One Through Two Years</th>
<th>Ages Three Through Five Years</th>
<th>Ages Six Through Twelve Years</th>
<th>Ages Thirteen Through Eighteen Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk, fl2</td>
<td>½ cup (4 oz.)</td>
<td>½ cup (6 oz.)</td>
<td>1 cup (8 oz.)</td>
<td>1 cup (8 oz.)</td>
</tr>
<tr>
<td>Vegetable, fruit, or both4</td>
<td>⅔ cup</td>
<td>½ cup</td>
<td>½ cup</td>
<td>½ cup</td>
</tr>
<tr>
<td>Grains5, 6, 7</td>
<td>⅔ slice</td>
<td>½ slice</td>
<td>1 slice</td>
<td>1 slice</td>
</tr>
<tr>
<td>or WGR or Enriched Bread</td>
<td>⅔ serving</td>
<td>½ serving</td>
<td>1 serving</td>
<td>1 serving</td>
</tr>
<tr>
<td>or WGR or Enriched Biscuit, Roll, Muffin, etc.</td>
<td>⅔ cup</td>
<td>½ cup</td>
<td>½ cup</td>
<td>½ cup</td>
</tr>
<tr>
<td>WGR, Enriched, or Fortified Cooked Breakfast Cereal6, Cereal Grain, and/or Pasta</td>
<td>⅔ cup</td>
<td>½ cup</td>
<td>1 cup</td>
<td>1 cup</td>
</tr>
<tr>
<td>or WGR, Enriched or Fortified Ready-To-Eat Breakfast Cereal (Dry Cold)7, 9</td>
<td>⅔ cup</td>
<td>½ cup</td>
<td>1 cup</td>
<td>1 cup</td>
</tr>
<tr>
<td>Flakes or ROUNDS</td>
<td>⅔ cup</td>
<td>½ cup</td>
<td>1 cup</td>
<td>1 cup</td>
</tr>
<tr>
<td>Puffed Cereal</td>
<td>⅔ cup</td>
<td>½ cup</td>
<td>1 cup</td>
<td>1 cup</td>
</tr>
<tr>
<td>Granola</td>
<td>⅔ cup</td>
<td>½ cup</td>
<td>1 cup</td>
<td>1 cup</td>
</tr>
</tbody>
</table>

### Lunch or Supper (Select All Five Components)

<table>
<thead>
<tr>
<th>Component</th>
<th>Ages One Through Two Years</th>
<th>Ages Three Through Five Years</th>
<th>Ages Six Through Twelve Years</th>
<th>Ages Thirteen Through Eighteen Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk, fl2</td>
<td>½ cup</td>
<td>½ cup</td>
<td>1 cup</td>
<td>1 cup</td>
</tr>
<tr>
<td>Vegetable6</td>
<td>½ cup</td>
<td>½ cup</td>
<td>½ cup</td>
<td>½ cup</td>
</tr>
<tr>
<td>Fruits4, 10</td>
<td>½ cup</td>
<td>½ cup</td>
<td>½ cup</td>
<td>½ cup</td>
</tr>
<tr>
<td>Grains5, 7</td>
<td>⅔ slice</td>
<td>½ slice</td>
<td>1 slice</td>
<td>1 slice</td>
</tr>
<tr>
<td>or WGR or Enriched Bread</td>
<td>⅔ serving</td>
<td>½ serving</td>
<td>1 serving</td>
<td>1 serving</td>
</tr>
<tr>
<td>or WGR or Enriched Biscuit, Roll, Muffin, etc.</td>
<td>⅔ cup</td>
<td>½ cup</td>
<td>½ cup</td>
<td>½ cup</td>
</tr>
<tr>
<td>WGR, Enriched or Fortified Cooked Breakfast Cereal6, Cereal Grain, and/or Pasta</td>
<td>⅔ cup</td>
<td>½ cup</td>
<td>½ cup</td>
<td>½ cup</td>
</tr>
<tr>
<td>or WGR, Enriched or Fortified Ready-To-Eat Breakfast Cereal (Dry Cold)7, 9</td>
<td>⅔ cup</td>
<td>½ cup</td>
<td>1 cup</td>
<td>1 cup</td>
</tr>
<tr>
<td>Meat/Meat Alternates (M/MA)</td>
<td>1 oz.</td>
<td>1½ oz.</td>
<td>2 oz.</td>
<td>2 oz.</td>
</tr>
<tr>
<td>Lean meat, fish, or poultry</td>
<td>1 oz.</td>
<td>1½ oz.</td>
<td>2 oz.</td>
<td>2 oz.</td>
</tr>
<tr>
<td>or Tofu, Soy Product, or Alternate Protein Products11</td>
<td>1 oz.</td>
<td>1½ oz.</td>
<td>2 oz.</td>
<td>2 oz.</td>
</tr>
<tr>
<td>or Cheese</td>
<td>⅔ egg</td>
<td>⅔ egg</td>
<td>1 egg</td>
<td>1 egg</td>
</tr>
<tr>
<td>or Egg (large)</td>
<td>⅔ cup</td>
<td>⅔ cup</td>
<td>½ cup</td>
<td>½ cup</td>
</tr>
<tr>
<td>or Cooked Dry Beans or Dry Peas12</td>
<td>2 tablespoons</td>
<td>3 tablespoons</td>
<td>4 tablespoons</td>
<td>4 tablespoons</td>
</tr>
<tr>
<td>or Peanut Butter, Soy Nut Butter, or Other Nut or Seed Butters</td>
<td>½ oz.</td>
<td>½ oz.</td>
<td>1 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>or Peanuts, Soy Nuts, Tree Nuts, or Seeds13</td>
<td>½ cup or 4 oz.</td>
<td>½ cup or 6 oz.</td>
<td>1 cup or 8 oz.</td>
<td>1 cup or 8 oz.</td>
</tr>
<tr>
<td>or Yogurt, Plain or Flavored, Unsweetened or Sweetened14</td>
<td>½ cup or 4 oz.</td>
<td>½ cup or 6 oz.</td>
<td>1 cup or 8 oz.</td>
<td>1 cup or 8 oz.</td>
</tr>
</tbody>
</table>

### Snacks (Select Two of These Five Components)

<table>
<thead>
<tr>
<th>Component</th>
<th>Ages One Through Two Years</th>
<th>Ages Three Through Five Years</th>
<th>Ages Six Through Twelve Years</th>
<th>Ages Thirteen Through Eighteen Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk, fl2</td>
<td>½ cup (4 oz.)</td>
<td>½ cup (4 oz.)</td>
<td>1 cup (8 oz.)</td>
<td>1 cup (8 oz.)</td>
</tr>
<tr>
<td>Vegetable4</td>
<td>½ cup</td>
<td>½ cup</td>
<td>¼ cup</td>
<td>¼ cup</td>
</tr>
<tr>
<td>Fruits4</td>
<td>½ cup</td>
<td>½ cup</td>
<td>¼ cup</td>
<td>¼ cup</td>
</tr>
<tr>
<td>GRAINS(^5,7)</td>
<td>(\frac{1}{2}) SLICE</td>
<td>(\frac{1}{2}) SERVING</td>
<td>(\frac{1}{2}) CUP</td>
<td>1 SLICE</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------</td>
<td>---------------------</td>
<td>-----------------</td>
<td>---------</td>
</tr>
<tr>
<td>WGR OR ENRICHED BREAD</td>
<td>(\frac{1}{2}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
</tr>
<tr>
<td>OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC.</td>
<td>(\frac{1}{2}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
</tr>
<tr>
<td>OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL(^6), CEREAL GRAIN, AND/OR PASTA</td>
<td>(\frac{1}{2}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
</tr>
<tr>
<td>OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DROPPED)(^6,8)</td>
<td>(\frac{1}{2}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
</tr>
<tr>
<td>FLAKES OR ROUNDS</td>
<td>(\frac{1}{2}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
</tr>
<tr>
<td>PUFFED CEREAL</td>
<td>(\frac{1}{2}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
</tr>
<tr>
<td>GRANOLA</td>
<td>(\frac{1}{2}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
<td>(\frac{1}{4}) CUP</td>
</tr>
<tr>
<td>M/MA</td>
<td>(\frac{1}{2}) OZ.</td>
<td>(\frac{1}{2}) OZ.</td>
<td>1 OZ.</td>
<td>1 OZ.</td>
</tr>
<tr>
<td>LEAN MEAT, FISH, OR POULTRY</td>
<td>(\frac{1}{2}) OZ.</td>
<td>(\frac{1}{2}) OZ.</td>
<td>1 OZ.</td>
<td>1 OZ.</td>
</tr>
<tr>
<td>OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS(^{11})</td>
<td>(\frac{1}{2}) OZ.</td>
<td>(\frac{1}{2}) OZ.</td>
<td>1 OZ.</td>
<td>1 OZ.</td>
</tr>
<tr>
<td>OR CHEESE</td>
<td>(\frac{1}{2}) OZ.</td>
<td>(\frac{1}{2}) OZ.</td>
<td>1 OZ.</td>
<td>1 OZ.</td>
</tr>
<tr>
<td>OR EGG (LARGE)</td>
<td>(\frac{1}{2}) EGG</td>
<td>(\frac{1}{2}) EGG</td>
<td>1 EGG</td>
<td>1 EGG</td>
</tr>
<tr>
<td>OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED(^{14,16})</td>
<td>(\frac{1}{2}) CUP</td>
<td>(\frac{1}{2}) CUP</td>
<td>1 CUP</td>
<td>1 CUP</td>
</tr>
<tr>
<td>OR COOKED DRY BEANS OR DRY PEAS(^{12})</td>
<td>(\frac{1}{2}) CUP</td>
<td>(\frac{1}{2}) CUP</td>
<td>1 CUP</td>
<td>1 CUP</td>
</tr>
<tr>
<td>OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS</td>
<td>(\frac{1}{2}) OZ.</td>
<td>(\frac{1}{2}) OZ.</td>
<td>1 OZ.</td>
<td>1 OZ.</td>
</tr>
<tr>
<td>OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS</td>
<td>(\frac{1}{2}) OZ.</td>
<td>(\frac{1}{2}) OZ.</td>
<td>1 OZ.</td>
<td>1 OZ.</td>
</tr>
</tbody>
</table>

\(^{1}\) Offer versus serve is an option for at-risk afterschool participants only.

\(^{2}\) Age group applies to at-risk programs and emergency shelters. Larger portion sizes than specified may need to be served to children ages 13–18 to meet their nutritional needs.

\(^{3}\) Must serve unflavored whole milk to children age one. Must serve unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children ages 2–5. Must serve unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk to children six years and older.

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

\(^{5}\) M/MA may be used to meet the entire grains requirement a maximum of three times a week for breakfast. One oz. of M/MA is equal to 1 oz. eq of grains.

\(^{6}\) At least one serving per day, across all eating occasions, must be worn. Grain-based desserts do not count towards meeting the grains requirement.

\(^{7}\) Beginning October 1, 2019, oz. eq are used to determine the quantity of creditable grains.

\(^{8}\) Breakfast cereals must contain no more than 6 g of sugar per dry oz. (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).

\(^{9}\) Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is \(\frac{1}{4}\) cup for children ages 1–2; \(\frac{1}{2}\) cup for children ages 3–5; and \(\frac{1}{4}\) cup for children ages 6–18.

\(^{10}\) A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.

\(^{11}\) Alternate protein products must meet the requirements in Appendix A per 7 CFR, Section 226.20.

\(^{12}\) Cooked dry beans or dry peas may be used as a meat alternate or as a vegetable component; but cannot be counted as both components in the same meal.

\(^{13}\) No more than 50 percent of the requirement shall be met with nuts (peanuts, soy nuts, tree nuts) or seeds. Nuts or seeds shall be combined with another M/MA to fulfill the requirement. To determine combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish.

\(^{14}\) Yogurt must contain no more than 23 g of total sugars per 6 oz.

\(^{15}\) Juice cannot be served when milk is served as the only other component.

\(^{16}\) Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in snacks.
### BREAKFAST

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk, fluid</td>
<td>1 cup</td>
</tr>
<tr>
<td>Vegetable/fruit, or full-strength juice, or any combination</td>
<td>1/2 cup or 4 oz.</td>
</tr>
<tr>
<td>Grains/Bread (whole grain, enriched, or fortified): Bread</td>
<td>2 slices</td>
</tr>
<tr>
<td>or cornbread, rolls, muffins, or biscuits</td>
<td>2 servings</td>
</tr>
<tr>
<td>or cold dry cereal (volume or weight, whichever is less)</td>
<td>1 1/2 cups or 2 oz.</td>
</tr>
<tr>
<td>or cooked cereal or cereal grains</td>
<td>1 cup</td>
</tr>
<tr>
<td>or cooked pasta or noodle products</td>
<td>1 cup</td>
</tr>
<tr>
<td>or an equivalent quantity of any combination of bread/bread alternates</td>
<td>1 cup</td>
</tr>
</tbody>
</table>

### LUNCH or SUPPER

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk, fluid [Lunch only - milk is not required for supper]</td>
<td>1 cup</td>
</tr>
<tr>
<td>Vegetable/fruit (two or more kinds served as individual menu items)</td>
<td>1 cup total</td>
</tr>
<tr>
<td>Grains/Bread (whole grain, enriched, or fortified): Bread</td>
<td>2 slices</td>
</tr>
<tr>
<td>or cornbread, rolls, muffins, or biscuits</td>
<td>2 servings</td>
</tr>
<tr>
<td>or cold dry cereal (volume or weight, whichever is less)</td>
<td>1 1/2 cups or 2 oz.</td>
</tr>
<tr>
<td>or cooked cereal or cereal grains</td>
<td>1 cup</td>
</tr>
<tr>
<td>or cooked pasta or noodle products</td>
<td>1 cup</td>
</tr>
<tr>
<td>or an equivalent quantity of any combination of bread/bread alternates</td>
<td>1 cup</td>
</tr>
<tr>
<td>Meat/Meat Alternates: Lean Meat, Fish, or Poultry (edible portion)</td>
<td>2 oz.</td>
</tr>
<tr>
<td>or cheese</td>
<td>2 oz.</td>
</tr>
<tr>
<td>or cottage cheese, cheese food, or processed cheese spread</td>
<td>1/2 cup or 4 oz.</td>
</tr>
<tr>
<td>or yogurt, plain, flavored, or sweetened</td>
<td>1 cup or 8 oz.</td>
</tr>
<tr>
<td>or eggs</td>
<td>1 egg</td>
</tr>
<tr>
<td>or cooked dry beans, or peas</td>
<td>3/4 cup</td>
</tr>
<tr>
<td>or peanut butter, soy nut butter, other nut, or seed butters</td>
<td>4 Tbsp.</td>
</tr>
<tr>
<td>or peanuts, soy nuts, tree nuts, seeds, or whole roasted peas</td>
<td>1 oz. = 50%</td>
</tr>
<tr>
<td>or an equivalent quantity of any combination of meat/meat alternates</td>
<td>2 oz. total</td>
</tr>
</tbody>
</table>

### SNACK [select two different food components]

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk, fluid</td>
<td>1 cup</td>
</tr>
<tr>
<td>Vegetable/fruit, or full-strength juice, or any combination</td>
<td>1/2 cup or 4 oz.</td>
</tr>
<tr>
<td>Grains/Bread (whole grain, enriched, or fortified): Bread</td>
<td>1 slice</td>
</tr>
<tr>
<td>or cornbread, rolls, muffins, or biscuits</td>
<td>1 serving</td>
</tr>
<tr>
<td>or cold dry cereal (volume or weight, whichever is less)</td>
<td>1/2 cup or 1 oz.</td>
</tr>
<tr>
<td>or cooked cereal or cereal grains</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>or cooked pasta or noodle products</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>or an equivalent quantity of any combination of bread/bread alternates</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>MEAT/MEAT ALTERNATES: LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION)</td>
<td>1 oz.</td>
</tr>
<tr>
<td>OR CHEESE</td>
<td>1 oz.</td>
</tr>
<tr>
<td>OR COTTAGE CHEESE, CHEESE FOOD, OR PROCESSED CHEESE SPREAD</td>
<td>¼ CUP OR 2 oz.</td>
</tr>
<tr>
<td>YOGURT, Plain, Flavored, or Sweetened</td>
<td>¼ CUP OR 4 oz.</td>
</tr>
<tr>
<td>OR EGG</td>
<td>1 EGG</td>
</tr>
<tr>
<td>OR COOKED DRY BEANS OR PEAS</td>
<td>¼ CUP OR 2 oz.</td>
</tr>
<tr>
<td>OR PEANUT BUTTER, SOY NUT BUTTER, OTHER NUT OR SEED BUTTERS</td>
<td>2 Tbsp.</td>
</tr>
<tr>
<td>OR PEANUTS, SOY NUTS, TREE NUTS, SEEDS, OR WHOLE ROASTED PEAS</td>
<td>1 oz.</td>
</tr>
<tr>
<td>OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF MEAT/MEAT ALTERNATES</td>
<td>1 OZ. TOTAL</td>
</tr>
</tbody>
</table>

* PARTICIPANTS MAY BE SERVED LARGER PORTIONS, BUT SHALL NOT BE SERVED LESS THAN THE MINIMUM QUANTITIES SPECIFIED.

1. MILK: SERVE 1 CUP (8 OZ.) OF FLUID MILK AS A BEVERAGE OR ON CEREAL. FLUID MILK IS DEFINED AS PASTEURIZED, UNFLAVORED OR FLAVORED, FAT FREE, LOW FAT, REDUCED FAT, OR WHOLE MILK. ACIDIFIED MILK, CULTURED BUTTERMILK, AND LACTOSE-REDUCED MILK MAY ALSO BE SERVED. ALL MILK MUST BE FORTIFIED WITH VITAMINS A AND D, AND MEET STATE AND LOCAL STANDARDS. MILK IS AN OPTIONAL FOOD COMPONENT AT SUPPER.

2. FOR PURPOSES OF THE REQUIREMENTS OUTLINED, A CUP MEANS A STANDARD MEASURING CUP, LIQUID OR DRY, AS APPROPRIATE.

3. VEGETABLE/FRUIT FOR LUNCH OR SUPPER: SERVE 2 OR MORE KINDS OF VEGETABLE(s) AND/OR FRUIT(s) OR A COMBINATION OF BOTH. FULL-STRENGTH VEGETABLE OR FRUIT JUICE MAY BE COUNTED TO MEET ONLY ONE OF THE TWO-ITEM REQUIREMENTS.

4. GRAINS/BREADS: GRAIN PRODUCTS, PASTA NOODLES AND CEREAL GRAINS (SUCH AS RICE, BULGUR OATS, WHEAT OR CORN GRITS) SHALL BE WHOLE-GRAIN OR ENRICHED; CORNBREAD, BISCUITS, ROLLS, MUFFINS, ETC., SHALL BE WHOLE-GRAIN, ENRICHED, OR FORTIFIED.

A BREAD SERVING IS 1 SLICE OF BREAD, EQUIVALENT TO 25 GRAMS (0.9 TO 1 OZ.) IN WEIGHT. INSTRUCTIONS FOR DETERMINING THE Appropriate SERVING SIZES FOR GRAIN PRODUCTS SERVED AS BREAD ALTERNATIVES (CRACKERS, PANCAKES, BULGUR, ETC.) ARE FOUND IN THE USDA FOOD BUYING GUIDE. ALSO, SEE MANAGEMENT BULLETIN 97-305, ISSUED AUGUST 1997.

5. QUANTITY OF DRY CEREAL: TO MEASURE DRY CEREAL, USE EITHER VOLUME (CUP) OR WEIGHT (OZ) WHICHEVER IS LESS.

6. MEAT/MEAT ALTERNATES: THE MEAT/MEAT ALTERNATE COMPONENT GROUP IS AN OPTION AT THE BREAKFAST MEAL. NO MORE THAN 50 PERCENT OF THE REQUIREMENT SHALL BE MET WITH NUTS OR SEEDS. NUT OR SEED BUTTER MAY SATISFY 100 PERCENT OF THE REQUIREMENT. WHOLE NUTS OR SEEDS SHALL BE COMBINED WITH ANOTHER MEAT/MEAT ALTERNATE TO FULFILL THE REQUIREMENT. WHEN DETERMINING COMBINATIONS, 1 OZ. OF NUTS OR SEEDS IS EQUAL TO 1 OZ. OF COOKED LEAN MEAT, POULTRY, OR FISH; ¼ CUP OF COTTAGE CHEESE IS EQUAL TO 1 OZ. OF MEAT ALTERNATE; ¼ CUP OF YOGURT IS EQUAL TO 1 OZ. OF MEAL/MEAT ALTERNATE.

7. SNACKS: SERVE FROM TWO OF THE FOUR COMPONENT FOOD GROUPS. FRUIT/VEGETABLE IS CONSIDERED A SINGLE COMPONENT; THUS, A SERVING OF FRUIT PLUS A SERVING OF VEGETABLE AT THE SAME SNACK WILL NOT MEET THE REQUIREMENT. JUICE (FRUIT OR VEGETABLE) MAY BE SERVED WITH MILK IN THE SAME SNACK SERVICE TO MEET THE REQUIREMENT FOR TWO COMPONENTS.

---

**CERTIFICATION**

I CERTIFY THAT THE AGENCY AND THE VENDOR WILL COMPLY WITH ALL MEAL AND COMPONENT REQUIREMENTS SET FORTH IN THE FEDERAL REGULATIONS, 7 CFR, PART 226 AND OUTLINED ABOVE. I UNDERSTAND THAT THE VENDOR MAY NOT BE PAID FOR ANY MEAL PROVIDED THAT DOES NOT MEET THESE REQUIREMENTS AS STATED IN THE AGREEMENT TO FURNISH FOOD SERVICE, UNDER ITEM 9 OF THE VENDOR PROVISIONS.

<table>
<thead>
<tr>
<th>FOR AGENCY BY:</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FOR CONTRACTOR BY:</td>
<td>DATE</td>
</tr>
</tbody>
</table>
## SUMMER FOOD SERVICE PROGRAM
### MEAL PATTERN

<table>
<thead>
<tr>
<th>FOOD COMPONENTS</th>
<th>BREAKFAST</th>
<th>LUNCH OR SUPPER</th>
<th>SNACK (choose two of the four)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Milk</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milk, fluid</td>
<td>1 cup (8 fl. oz.)</td>
<td>1 cup (8 fl. oz.)</td>
<td>1 cup (8 fl. oz.)</td>
</tr>
<tr>
<td>Vegetable(s) and/or Fruit(s)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable(s) and/or fruit(s) or</td>
<td>1/2 cup</td>
<td>3/4 cup total&lt;sup&gt;4&lt;/sup&gt;</td>
<td>3/4 cup</td>
</tr>
<tr>
<td>Full-strength vegetable or fruit juice or</td>
<td>1/2 cup (4 fl. oz.)</td>
<td></td>
<td>3/4 cup (8 fl. oz.)</td>
</tr>
<tr>
<td>An equivalent quantity of any combination vegetables(s), fruit(s), and juice</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grains/Breads</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bread</td>
<td>1 slice (.9 oz.)</td>
<td>1 slice (.9 oz.)</td>
<td>1 slice (.9 oz.)</td>
</tr>
<tr>
<td>Cornbread, biscuits, rolls, muffins, etc., or</td>
<td>1 serving</td>
<td>1 serving</td>
<td>1 serving</td>
</tr>
<tr>
<td>Cold dry cereal or</td>
<td>3/4 cup or 1 oz.</td>
<td></td>
<td>3/4 cup or 1 oz.</td>
</tr>
<tr>
<td>Cooked pasta or noodle product or</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>Cooked cereal or cereal grains or an equivalent quantity of any combination of bread/bread alternates</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td><strong>Meat/Meat Alternates</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lean meat, poultry, fish or</td>
<td>1 oz.</td>
<td>2 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Cheese or</td>
<td>1 oz.</td>
<td>2 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Cottage cheese or</td>
<td>1/4 cup</td>
<td>1/2 cup</td>
<td>1/4 cup</td>
</tr>
<tr>
<td>Eggs or</td>
<td>1 large egg</td>
<td>1 large egg</td>
<td>1 large egg</td>
</tr>
<tr>
<td>Cooked dry beans, peas, or</td>
<td>1/4 cup</td>
<td>1/2 cup</td>
<td>1/4 cup</td>
</tr>
<tr>
<td>Peanut butter, soy nut butter, seed butters, other nut butters, or</td>
<td>2 Tbsp.</td>
<td>4 Tbsp.</td>
<td>2 Tbsp.</td>
</tr>
<tr>
<td>Peanuts, soy nuts, tree nuts, seeds, or</td>
<td>1 oz.</td>
<td>1 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Yogurt, flavored, plain, sweetened, or</td>
<td>1/2 cup (4 fl. oz.)</td>
<td>1 cup (8 fl. oz.)</td>
<td>1/2 cup (4 fl. oz.)</td>
</tr>
<tr>
<td>An equivalent quantity of any combination of the above meat/meat alternates</td>
<td>1 oz. total</td>
<td>2 oz. total</td>
<td>1 oz. total</td>
</tr>
</tbody>
</table>

For the purpose of this table, a cup means a standard measuring cup.
SUMMER FOOD SERVICE PROGRAM

MEAL PATTERN

MEAL PATTERN DEFINITIONS

1 SNACKS: Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.

2 MILK FOR BREAKFAST: Serve as a beverage, on cereal, or use part of it for each purpose.

3 MILK FOR LUNCH OR SUPPER: Served as a beverage.

4 VEGETABLE/FRUIT FOR LUNCH OR SUPPER: Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

5 DEFINITION OF GRAINS/BREADS: Grain products, pasta, noodles and cereal grains (such as rice, bulgur, oats, wheat or corn grits) shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal including wheat germ, wheat bran, oat bran, etc., shall be whole-grain, enriched or fortified.

A bread serving is considered to be 1 slice of bread equivalent to 25 grams (.9 to 1 oz.) in weight. Instructions for determining the appropriate serving sizes for grain products served as bread alternatives (crackers, pancakes, bulgur, etc.) are found in the United States Department of Agriculture (USDA) or the grains/breads chart for Child Nutrition Programs.

6 QUANTITY OF DRY CEREAL: Use either volume (cup) or weight (oz.) whichever is less, according to the information in the USDA Food Buying Guide.

7 MEAT/MEAT ALTERNATES: No more than 50 percent of the requirement shall be met with nuts or seeds. Nut or seed butter may satisfy 100 percent of the requirement. Whole nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish; 1/4 cup of cottage cheese is equal to 1 oz. of meat alternate; 1/2 cup of yogurt is equal to 1 oz. of meat/meat alternate.

CERTIFICATION – I certify to provide SFSP sponsors with meals that comply with the SFSP meal pattern requirements set forth in the federal regulations, 7 CFR Part 225.16 and as outlined above. I also understand failure to provide meals that meet the SFSP meal pattern requirements will result in loss of payment from the SFSP sponsor and/or removal from the SFSP Registered Vendors list.

<table>
<thead>
<tr>
<th>PRINTED NAME OF FOOD SERVICE VENDOR</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE OF FOOD SERVICE VENDOR</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Summer Food Service Program**

**Daily Cycle Menu Record – Summer Food Service Program**

**Breakfast**

**Agency Name:**

**Month/Year:**

**Site Name:**

This meal pattern shows the required food components and minimum serving sizes for breakfast. Larger portions may be served to meet the needs of older children. Optional and "other foods" may be served to improve acceptability and satisfy children's appetites. If infants participate, notify the SFSP to request an infant meal pattern.

<table>
<thead>
<tr>
<th>Day</th>
<th>Meal Pattern</th>
<th>Menu Item</th>
<th>Serving Size</th>
<th>Contribution to Meal Pattern</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>Meat/Meat Alternate: (optional)</td>
<td>Grain/Bread: 1 Serving</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fruit/Vegetable: 1/2 cup**</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Milk: 1 cup (8 fl. oz.)</td>
<td></td>
<td></td>
</tr>
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**Note:** 1/2 cup serving of fruit or vegetable or 1/2 cup (4 fl. oz.) of full strength fruit or vegetable juice.
This meal pattern shows the required food components and minimum serving sizes for lunch or supper. Larger portions may be served to meet the needs of older children. “Other foods” may be served to improve acceptability and satisfy children’s appetites. If infants participate, notify the SFSP to request an infant meal pattern.

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<th>Day</th>
<th>Meal Pattern</th>
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*EP: Edible Portion as defined in the Food Buying Guide for Child Nutrition Programs. **3/4 cup total of two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Up to ¼ of the total may be met with fruit/vegetable juice.
Snack requires two of the four food components and minimum serving sizes. Juice cannot be served when milk is the only other snack component. Larger portions may be served to meet the needs of older children. Additional components and/or “other foods” may be served to improve acceptability and satisfy children’s appetites. If infants participate, notify the SFSP to request an infant meal pattern.

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*EP: Edible Portion as defined in the Food Buying Guide for Child Nutrition Programs**3/4 cup total of vegetable(s) and/or fruit(s) or a combination of both; or 3/8 cup (6fl. oz.) juice. Juice may not be served to fulfill the snack requirement when milk is the only other component.

The City of Inglewood, California, hereby extends an invitation to submit a proposal, in accordance with this Request for Proposal (RFP), to provide labor and or and materials for the designated service. Furthermore, the City makes no representation that any agreement will be awarded to any firm responding to this request. There are no expressed or implied obligations for the City to reimburse responding firms for any expense incurred in preparing a proposal in response to this request. All information submitted to the City of Inglewood shall become property of the City and will be returned to the proposer at the City's option.

9.1. Prices

The proposal shall state the total cost for the service as specified in this document. Hourly rates are firm and fixed for the duration of this agreement.

9.2. Payment Terms

Standard payment shall be made by City check.

9.3. Inglewood Business Tax Certificate

The proposer agrees to at all times during the performance of the agreement, to obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product or rendering services and a copy said Certificate must be forwarded to the Purchasing and Contract Services Division.

9.4. Sales Tax

The City of Inglewood is subject to the payment of sales tax. All suppliers will be required to include in your proposal/price quote the City of Inglewood sales tax rate of 10%. If a proposer fails to include the City's sales tax rate in their bid, the City will add the 10% amount to the proposal for evaluation purposes.

9.5. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
B. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if the Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $2,000,000 per accident for bodily injury and property damage.

C. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

D. **Professional Liability (Errors and Omissions)**: insurance appropriate to the Contractor’s profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage**

For any claims related to this contract, the Contractor’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**Waiver of Subrogation**

The Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

**Verification of Coverage**

The Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them.

9.6. Indemnification

Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which has been caused by the sole negligence or willful conduct of the City.

9.7. “Or Equal Clause”

Whenever a material, article, or piece of equipment is identified in the specifications or on the plans by reference to manufacturers’ or vendors’ names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any materials, article, or equipment of other manufacturers and vendors which will perform adequately in the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the City of equal substance and function. Said materials, articles or equipment shall not be purchased or installed by the Contractor without the City’s written approval.

9.8. Non-Discrimination

California State Labor Code §1735: Discrimination in Employment Because of Race, Color, etc. No discrimination shall be made in the employment of persons working on behalf of or as an agent for the City of Inglewood because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected class except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.
9.9. Disadvantaged Business Participation

It is the policy of the City to provide minorities, women, and local businesses with the opportunity to compete for and participate in City contracts whenever possible. The firm awarded a contract through this RFP process will be required to demonstrate its best efforts to enhance employment opportunities for minorities, women, and local businesses for subcontract opportunities.

9.10. Award of Proposal

Award of agreement will be based on the proposal that meets all of the specified requirements.

9.11. Execution of Agreement

A proposer to whom award is made shall furnish all services in accordance with the provisions hereof and within the time stated in the proposal. If proposer to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the proposer whose proposal is next most acceptable to the City. Such proposer shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.

9.12. Termination of Agreement

The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

9.13. Right to Withhold Payment

It is the right of the City to withhold payment when:

A. Defective materials are not remedied under the provisions of specifications;

B. There are claims or liens filed or reasonable evidence indicating probable filings of claims or liens against the Contractor.

The City shall withhold any monies otherwise due to the Contractor. The City will provide the Contractor with written notice of the amount withheld and the reasons why the payment has been withheld. When the Contractor removes the grounds for such withholding, the City will pay the amount withheld to the Contractor within thirty-five (35) calendar days.


Each contractor submitting a proposal in response to this RFP acknowledges and agrees that the City shall have no financial responsibility for any costs incurred in the preparation of a proposal even if the RFP is canceled. Any and all such costs shall be the sole responsibility of the consultant. Contractor further agrees that all documentation and materials submitted in response to this RFP shall remain the property of the City.

9.15. No Binding Contract

This RFP process shall in no way create a binding contract, agreement or offer of any kind between the City and proposer. If the City selects a consultant as a result of this process, legal
rights and obligations shall only arise upon the execution of an agreement by all parties thereto, and such legal rights and obligations of each party shall only be those rights and obligations specifically set forth in the agreement and any other documents specifically referred to therein.

9.16. Proposer’s Bond

As a guarantee of good faith, each proposer shall submit with their proposal an unconditional proposer’s bond (five percent (5%) of total proposal for bid bond, and 10% for performance bond), said proposer’s to be held until it becomes subject to disposal as herein provided. Any condition or limitation placed upon said proposer’s bond will, result in the rejection of the proposal under which such proposer’s bond is submitted. If a proposer to whom an award is made fails or refuses to execute the contract and furnish the required bonds, all within the time stated, said proposer’s bond shall remain the property of the City and shall be subject to deposit with the Treasurer of the City as other monies belonging to the City, the amount thereof being agreed to by the proposer as liquidated damages due to the City. Within 15 days after the award of the contract, the City of Inglewood will return the proposal guarantees accompanying such as the proposals which are not to be considered in making the award. All other proposal bonds will be held until the contract has been finally executed, after which they will be returned to the respective proposers whose proposal they accompany.

9.17. Choice of Law and Venue

This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles, California.

9.18. Right to Alter

The City reserves the right to alter or postpone this procurement and selection process in any way for its convenience at any time. It may also choose to waive any defects in any submittal, issue a new RFP, hire any Consultant it deems appropriate, or reject all submittals at its sole and absolute discretion.

9.19. Addendums

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addendum will become part of this RFP and part of any contract awarded as a result of this RFP.

All addenda will be issued on the City of Inglewood “bid opportunities (PlanetBids)” web page. Click on the professional auditing services listed on the cover page of this document.

To access addenda use the following web page address:
https://www.planetbids.com/portal/portal.cfm?CompanyId=45619

There are no designated dates for release of addenda. Therefore, interested proposers should check the Purchasing “Bid Opportunities (PlanetBids)” webpage on a daily basis. Proposers with no access to the internet should call the Purchasing and Contract Services Division to inquire.
about any issued addendums. It is the vendor’s responsibility to either check the city website or call the Purchasing and Contract Services Division to obtain any addendums.

The City encourages proposers to send a signed copy of each addendum with your proposal. If no signed addendum is returned with your proposal, the City will assume that all pricing submitted includes any and all costs associated with any addendums issued.

Answers to questions that do not require an addendum will also be posted on the City’s PlanetBids portal.

9.20. Agreement Term

This agreement is for one (1) year with the option to extend four (4) additional years in one-year increments.
Appendix II to Part 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

a) **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.

b) **All contracts in excess of $10,000** must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.


d) **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the
employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

f) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401. “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

g) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h) 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.

i) 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

j) **Procurement of recovered materials (2 CFR § 200.323)** — A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

k) **Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216)**

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   a) Procure or obtain;
   b) Extend or renew a contract to procure or obtain; or
   c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

   ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

   iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.


4. See also § 200.471.

I) Domestic preferences for procurements (2 CFR § 200.322)

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

   a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

   b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
Declaration of Proposer

I declare, under penalty of perjury under the laws of the State of California, that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this proposal on behalf of (organization):

__________________________________________

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY:

Signature: _______________________________________

Printed Name: ___________________________________

Position/Title: ___________________________________

Date of Execution: ________________________________
Extension of Contract to Other Public Agencies

The prices, terms, and conditions of this proposal may be extended to other governmental agencies at the mutual agreement of both the city and awarded vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the successful contractor. The City of Inglewood does not warrant any additional use of the contract by such agencies. The vendor’s response as requested below will in no way affect the City of Inglewood’s consideration of this proposal.

Please indicate if this quote will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this proposal.

Yes_______ No__________ Length of time _______________ Days/Months
Non-Collusion Declaration

The undersigned hereby declares and says:

I am the ____________________________ of ____________________________, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

(Full description of contract):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

“I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ____________________________ [date], at ____________________________ [city], ____________________________ [state].

________________________________________
Signature of Officer or Authorized Agent
No Proposal Form

TO ALL PROPOSERS:

IF YOU DO NOT INTEND TO SUBMIT A PROPOSAL FOR THIS PROJECT, PLEASE INDICATE BELOW AND RETURN IMMEDIATELY TO THE PURCHASING AND CONTRACTS SERVICES DIVISION OF THE CITY OF INGLEWOOD.

THE FIRM BELOW CANNOT PROVIDE THE SERVICES AS SPECIFIED,

PLEASE CHANGE THE CLASSIFICATION OF OUR FIRM TO THE FOLLOWING:

THE FIRM BELOW CANNOT SUBMIT A PROPOSAL AT THIS TIME BECAUSE

OF THE FOLLOWING: ____________________________________________

________________________________________________________________

THE FIRM BELOW IS NOT INTERESTED IN BEING ON THE CITY OF
INGLEWOOD VENDOR LIST, PLEASE REMOVE OUR NAME

RFP NUMBER: ____________

Name of Firm: ________________________________________________

Address: ___________________________________________________

Phone: ______________________________________________________

Name of Individual: __________________________________________

Signature: __________________________________________________

Date: ________________________________________________________
Proposer Checklist

BEFORE SUBMITTING YOUR PROPOSAL, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here

1. SUBMITTAL REQUIREMENTS:
   a. Have you completed and submitted all of the items listed in this RFP? 

2. PROPOSAL:
   a. Have you responded to the proposed scope of work? 
   b. Is the proposal properly signed and dated? 
   c. If the proposal is being submitted by a corporation, is the corporate seal affixed to the proposal? 
   d. Have you submitted all requirements per this Request for Proposal? 

3. CONTRACT COMPLIANCE:
   a. Have you completed and signed the Declaration of the Proposer? 
   b. Have you completed the Extension of Contract to other Public Agencies? 
   c. Have you completed and signed the Non-Collusion Declaration? 
   d. Have you examined and understand the requirements and forms to be furnished on the project? 

4. BUSINESS TAX CERTIFICATE:
   a. Are you aware of General Provisions Section 3, entitled Inglewood Business Tax Certificate? 

5. BOND REQUIREMENTS:
   a. Is the amount of the Bid Bond at least five percent (5%) of the bid total? 
   b. Is the bond properly filled in and signed by Surety? 
   c. Is the amount of the Performance Bond at least ten percent (10%) of the bid total? 
   d. Is the bond properly filled in and signed by Surety?
KNOW ALL MEN BY THESE PRESENTS:

That we, ______________________, as Surety, an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, are held and firmly bound unto the City of Inglewood ("City"), in the penal sum of ______________________ ($___________________) which sum is equal to FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PRICE submitted by the Principal to the City in its Bid for the ______________________ ("Project"), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid which is hereby incorporated herein by reference and made a part hereof, to enter into a contract in writing for the construction of the ______________________:

NOW, THEREFORE,

a. If said Bid is rejected, or

b. If said Bid is accepted and the Principal executes and delivers the signed contract within five (5) days after acceptance (properly completed in accordance with said Bid), and thereafter furnishes the required performance bond and payment bond on the City’s mandatory forms for the faithful performance of said Contract and for payment of all persons performing labor or furnishing materials and the like for the Project when and as called for by the said Contract, and furnishes all other documents required by the Contract, then this obligation shall be void; otherwise, the same shall remain in force and effect. Conversely, if said Principal’s Bid is accepted and said Principal fails or refuses to execute and deliver the signed Contract, the required payment bond and performance bond, and all other documents required by the Contract, to the City, then Surety shall forfeit one hundred percent of the amount of this bond to the City within ten days of the City’s written demand for the payment of said amount.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs and fees incurred by the City in such suit and/or proceeding, including without limitation, attorneys’ fees to be fixed by the court, even if such fees exceed the penal sum of the bond.

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of ________________, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.
(Proper name of Bidder)
By:

Signature of Bidder

Print or type Bidder’s Name:

Print or type Bidder’s Address:

Surety
By:

Attorney-in-Fact

Name and Address of California Agent of Surety

Telephone Number of California Agent of Surety

Note: Notary acknowledgement for Surety and Surety’s Power of Attorney must be included or attached.

THIS IS A MANDATORY FORM THAT CANNOT BE ALTERED BY THE PRINCIPAL
Bid No. ____________________  Project Name ____________________

Bond No. ____________________

Performance Bond

(This Bond must be submitted before any work begins)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the CITY OF INGLEWOOD ("City") by action of the City Council on ____________, 2022, has awarded a Contract, bearing Contract Number ___________ to the undersigned ____________________ ("Contract") as Principal ("Principal") to perform all of the obligations of the Contract for the ____________________ project ("Project");

AND, WHEREAS, said Principal is required by the Contract regarding said Project to furnish a performance bond for the prompt, competent, and faithful performance of all the undertakings, terms, covenants, conditions, provisions and agreements in the Contract as it pertains to said Project, said Contract being incorporated herein by this reference as if set forth at length hereat;

NOW THEREFORE, we, the Principal and ____________________ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto the City in the penal sum of ____________________ Dollars ($_________________), this amount being not less than one hundred percent (100%) of the amount accepted by the City for the Project, and/or as otherwise increased and/or decreased by change order to the Contract for the Project ("Penal Sum"), lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by the City, shall in all things stand to and abide by and well and truly keep and perform in a prompt, competent, and faithful manner, all the undertakings, terms, covenants, conditions, provisions and agreements in the Contract pertaining to said Project, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by the City, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract regarding said Project and all other obligations otherwise arising under the terms of the Contract regarding said Project (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is, declared by the City to be, in default under the Contract regarding said Contract and Project, the Surety shall promptly either remedy the default, or, if the Contract regarding said Project is terminated by the City or the Principal's performance of said Project is discontinued, Surety shall promptly complete the Contract and Project regarding said Project through its agents or independent contractors, subject to acceptance of such agents...
or independent contractors by the City as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) regarding said Project, less the balance of the amount payable regarding said Project; subject to the Penal Sum of this bond. The term "balance of the amount payable regarding said Project", as used in this paragraph, shall mean the total amount payable to Principal by the City under the Contract regarding said Project, and any modifications thereto, less the amount previously paid by the City to the Principal for said Project, and less amounts that the City is authorized to withhold under the terms of the Contract and/or obligated to withhold as a matter of law regarding said Project. The Surety's rights and/or remedies set forth in this paragraph shall not impair or waive any rights or remedies of the City as set forth in the Contract regarding a default by the Contractor and/or a termination of the Contractor by the City regarding said Project.

If the City determines that completion of the Contract for said Project by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of the City and applicable laws. Unless otherwise approved by the City, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of said Project.

No right of action shall accrue on this bond to or for the use of any person or entity other than the City or its successors or assigns.

In the event an arbitration or other legal proceeding or arbitration is brought upon this bond and an award or judgment is entered in favor of the City as the prevailing party against Surety or in favor of Surety as prevailing party against the City, such prevailing party, whether City or Surety, shall be entitled to its reasonable costs and attorney's fees incurred by the prevailing party, even if such amounts exceed the Penal Sum of this Bond. The foregoing is not intended to confer, and nothing stated herein or elsewhere in this bond or in any other document executed in connection with the issuance of this bond shall be interpreted as conferring upon the City or Principal the right of recovery of costs or attorney's fees from or against the other that are incurred in any arbitration or other legal proceeding brought by the City against Principal or by Principal against the City, whether or not Surety is also a party to such arbitration or other legal proceeding. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below. Correspondence or claims relating to this bond shall be sent to the City at the address set forth in the Contract.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract regarding said Project, or to the work of said Project to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract regarding said Project, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing the City's rights and/or remedies against the others.
(Corporate Seal of Principal, if Corporation)

(Proper name of Bidder)
By:

Signature of Bidder

Print or type Bidder’s Name:

Print or type Bidder’s Address:

(Corporate Seal of Surety)

Surety
By:

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

Name and Address of California Agent of Surety

Telephone Number of California Agent of Surety

Note: Notary acknowledgement for Surety and Surety’s Power of Attorney must be included or attached.

THIS IS A MANDATORY FORM THAT CANNOT BE ALTERED BY THE PRINCIPAL OR THE SURETY.
Attachment A

CLEAN AIR AND WATER CERTIFICATION

PER 7 CFR PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 USC 1837(h)], SECTION 508 OF THE CLEAN WATER ACT [33 USC 1368], EXECUTIVE ORDER 11738, AND EPA 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, THIS CERTIFICATION IS APPLICABLE IF THE PROPOSAL OR OFFER EXCEEDS $250,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED $250,000.

1. The proposer certifies any facility to be utilized in the performance of this proposed contract

   has ☐ has not ☐ been listed on the EPA List of Violating Facilities.

2. The proposer will promptly notify the agency official, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that any facility that the proposer proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

3. The proposer will include substantially this certification, in its entirety, in every nonexempt subcontract.

<table>
<thead>
<tr>
<th>NAME OF CONTRACTOR</th>
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<tbody>
<tr>
<td>SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR)</td>
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</table>
## Attachment B

**SUMMER FOOD SERVICE PROGRAM**

**INVITATION FOR PROPOSAL ACCEPTANCE**

### RFP/CONTRACT NUMBER

(formal advertising only)

### ISSUED BY CITY OF INGLEWOOD:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
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<tr>
<td></td>
<td>ONE MANCHESTER BOULEVARD</td>
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<table>
<thead>
<tr>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
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<tbody>
<tr>
<td>INGLEWOOD</td>
<td>CA</td>
<td>90301</td>
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<table>
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<tr>
<th>TELEPHONE NUMBER</th>
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<tr>
<td>(310) 412-5266</td>
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### PROPOSAL OPENING

<table>
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<tr>
<th>DATE</th>
<th>TIME</th>
<th>LOCATION</th>
<th>ISSUE DATE</th>
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<tr>
<td></td>
<td></td>
<td>Purchasing Division</td>
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### PROPOSER

<table>
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<tr>
<th>NAME OF COMPANY</th>
<th>FEDERAL ID NUMBER</th>
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<tr>
<th>STREET ADDRESS</th>
<th>TELEPHONE NUMBER</th>
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<th>CITY</th>
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### Estimated amount of proposal $ __________ Bid bond: _________%, Amount of bond: $ ________

### Discount: _________% Discount is for: _________

### Performance bond percentage required by California Department of Education

Required: _________% Amount: $ _________

By submission of this proposal, the Vendor certifies that in the event it receives an award under this solicitation, it will operate in accordance with all applicable, current SFSP and CACFP regulations.

### SIGNATURE OF AUTHORIZED REPRESENTATIVE

<table>
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<tr>
<th>TITLE</th>
<th>DATE</th>
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### ACCEPTANCE

Upon acceptance by the agency and review by the California Department of Education, this document will constitute the covenants, conditions, agreements and stipulations of the contract between the company making the proposal and the agency named above.

<table>
<thead>
<tr>
<th>CONTRACT NUMBER</th>
<th>AGENCY NAME</th>
<th>DATE</th>
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<table>
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<tr>
<th>SIGNATURE OF AGENCY REPRESENTATIVE</th>
<th>TITLE</th>
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</table>

### PROCUREMENT METHOD: (check one)

- [ ] COMPETITIVE NEGOTIATION
- [ ] COMPETITIVE SEALED BIDS
- [ ] NONCOMPETITIVE NEGOTIATION

This contract reviewed for compliance with 7 CFR Part 225 by:

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>DATE:</th>
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RFP-0199 Child and Adult Care Food Program and Summer Food Service Program
Attachment C

CERTIFICATE OF ELIGIBILITY TO PROPOSAL AND INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the proposer certifies and in the case of a joint proposal, each party thereto certifies as to its own organizations, that in connection with this procurement:

(1) The prices in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

(2) Unless otherwise required by law, the prices, which have been quoted in this proposal, have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to proposal opening, directly or indirectly to any other proposer or to any competitor.

(3) No attempt has been made or will be made by the proposer to induce any person or firm to submit or not to submit, a proposal for the purpose of restricting competition.

Each person signing this proposal certifies that:

(A) He/she is the person in the proposer’s organization responsible within that organization for the decision as to the prices being offered herein or that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to (1) through (3) above;

(B) He/she has not participated, and will not participate, in any action contrary to (1) through (3) above; and

(C) His/her company and individual employees have not been proposed for debarment, debarred or suspended by a federal agency.

Vendor Certification:

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE</th>
<th>TITLE</th>
<th>DATE</th>
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NAME OF COMPANY

RFP-0199 Child and Adult Care Food Program and Summer Food Service Program
In accepting this proposal, the agency certifies that the agency’s officers, employees or agents have not taken any action, which may have jeopardized the independence of the proposal referred to above.

<table>
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<tr>
<th>SIGNATURE OF AUTHORIZED AGENCY</th>
<th>TITLE</th>
<th>DATE</th>
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</thead>
</table>

ACCEPTING A PROPOSAL DOES NOT CONSTITUTE ACCEPTANCE OF THE CONTRACT

NOTE: Authorized representatives of both the agency and proposer must execute this or a similar certificate of independent price determination.
Attachment D

DEBARMENT AND SUSPENSION

INSTRUCTION:

“Debarment and Suspension” actions have received a lot of attention recently as a result of State and Federal investigations and prosecutions of dairies and related individuals involved in proposal rigging on contracts to supply dairy products to local schools participating in the National School Lunch, School Breakfast, and Special Milk Programs. The purpose of this letter is to explain how the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) handles Debarment and Suspension actions and how these administrative actions affect you as a Summer Food Service Program sponsor.

Debarment and Suspension actions result in the exclusion of companies or individuals from participating in certain transactions involving Federal non procurement programs at both the State agency and sponsor levels. These actions are not imposed as punishment but, rather, are initiated in the public interest and to protect the Federal government.

In general, Debarment and Suspension actions are imposed on companies and individuals for causes set forth in the non-procurement debarment and suspension regulations (Executive Orders 12549 and 12689, 2 CFR, Part 180) issued January 30, 1989 (54 FR 4722). Such causes include a conviction or civil judgment for violation of Federal or State antitrust statutes as well as other offenses and activities indicating a lack of business integrity.

A sponsor is prohibited from contracting with a company or individual that has been debarred or suspended. This prohibition does not extend to contracts in existence at the time of the Debarment/Suspension or to most contracts under $25,000. Rather, it applies to new contracts and extensions or renewals of existing contracts of $25,000 or more and to contracts for audit services, regardless of amount. Furthermore, the prohibition does not apply to proposed debarments.

While a sponsor is prohibited from contracting with a company or individual that has been debarred or suspended, a debarment, suspension or proposed debarment action does not excuse a company or individual from fulfilling existing contracts involving Federal non procurement programs. However, as indicated above, the sponsor may not extend or renew an existing contract with a debarred or suspended company or individual.

FNS may consider lifting a suspension or forgoing a proposed debarment, provided that the company or individual agrees to provide assurances necessary to assure FNS that the Federal government and the public are protected. This agreement, termed a “Compliance Agreement,” outlines the terms and conditions deemed necessary by FNS for the company’s or individual’s continued participation in transactions involving Federal non procurement programs.

To ensure that the sponsor does not enter into a contract with a debarred or suspended company or individual, each sponsor must require that each responsive proposer include a certification statement with each proposal on each contract for $25,000 or more or for audit services regardless of amount.
By signing the certification statement, the proposer certifies that neither it nor any of its principals (i.e., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency.

Suspension Procedures:

- FNS may consider a suspension action if FNS receives information concerning the existence or likelihood of a cause for debarment and if immediate action is necessary to protect the public interest. If suspension is deemed to be the appropriate course of action, FNS issues a notice of suspension to the company or individual explaining the cause for the action and the procedures for opposing the suspension.

- A suspension immediately excludes the company or individual from transactions involving Federal non-procurement programs pending completion of legal and/or debarment proceedings. A suspension may be opposed by the company or individual in essentially the same procedural manner as a proposed debarment and cannot extend beyond 18 months unless administrative or legal proceedings have been initiated within that period.

- As with a debarment, the company or individual is **not** excused from fulfilling contracts involving Federal non procurement programs. And with the company or individual and a sponsor may continue to do business under an existing contract, the contract may neither be extended nor renewed, nor may the sponsor enter into a new contract with a suspended company or individual.

Certification Statement:

- To ensure that a sponsor does not enter into a contract with a debarred or suspended company or individual, each sponsor must require that each responsive proposer include a certification statement with each proposal on each contract. By signing the certification statement, the proposer certifies that neither it nor any of its principals (i.e., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each proposer to sign the certification statement and submit it with any proposal.

- A sponsor may rely upon the certification statement submitted by a proposer unless sponsor personnel know that the certification is in error. In such cases, the sponsor should contact the State agency for confirmation of the proposer’s status relative to debarment and suspension.
DEBARMENT/SUSPENSION CERTIFICATION

(BEFORE COMPLETING THIS CERTIFICATION, READ THE ATTACHED INSTRUCTIONS)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Executive Orders 12549 and 12689, 2 CFR, Part 180. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 47224733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

The prospective food vendor certifies to the best of its knowledge and belief, 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 proposal 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 (1)(b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e) Where the prospective food vendor is unable to certify to any of the statements in this certification, such prospective food vendor shall attach an explanation to this proposal.

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<thead>
<tr>
<th>VENDOR NAME</th>
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<td>VENDOR OFFICIAL (SIGNATURE)</td>
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<td>TELEPHONE NUMBER</td>
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Sample Agreement
AGREEMENT NO.:

THIS AGREEMENT is made and entered into this ______ day of ________, 20__, by and between the CITY OF INGLEWOOD (the “City”), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and CONSULTANT’S NAME, (the “Consultant”) a California Corporation with its corporate headquarters located at ADDRESS.

RECITALS

WHEREAS, ...

NOW, THEREFORE, the City and the Consultant (hereinafter collectively referred to as the “Parties”) hereto mutually agree as follows:

ARTICLE I—SCOPE OF SERVICES

The Consultant shall:

1. Provide services, as identified in Exhibit “A,” incorporated herein by this reference as if set forth in full, in a professional manner customarily exercised by reputable members of Consultant’s profession practicing in the Metropolitan Southern California Area. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be:

   a. Change orders and Amended Agreements (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A;
   d. Exhibit “B.”

2. Provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services contemplated by this Agreement.
3. Ensure that all personnel engaged by the Consultant to perform the services contemplated by this Agreement shall be properly licensed.

4. Agree to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations.

5. Obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

6. Secure the payment of workers' compensation to its employees as provided in California Labor Code Sections 1860 and 3700 and agree, that pursuant to California Labor Code Section 1810, that eight (8) hours' labor constitutes a legal day's work.

7. If applicable, abide by California Public Contract Code Section 7004 and California Labor Code Section 6705 whenever such Codes are relevant.

8. If applicable, agree to comply with the applicable provisions of California Labor Code Section 1777.5 relating to employment by the Contractor and all subcontractors under it, of journeymen, or apprentices, or workmen in any apprentice craft or trade. The Contractor agrees, if applicable, to comply with the applicable provisions of California Labor Code Section 1776 through and including Section 1776 relating to compliance monitoring and enforcement, payment of prevailing wages to all workmen employed in the performance of the services contemplated by this Agreement by the Contractor and all subcontractors under it and to keep and maintain accurate certified payment records.

ARTICLE 2 – CITY’S DUTIES

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Consultant to perform the services contemplated by this Agreement.

ARTICLE 3 – TERM

This Agreement expires TIME AND DATE, unless extended by the Parties.

///
ARTICLE 4 – COMPENSATION

1. The Consultant shall be paid: 1) pursuant to Exhibit “B,” Consultant’s proposal DATED and incorporated herein by this reference as if set forth in full; and 2) in the regular course of the City’s Business, a not-to-exceed amount of AMOUNT dollars ($______) for work faithfully performed.

2. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

3. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

4. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant’s invoices.

5. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. project code number and title;
   e. description of services billed under this invoice;
   f. position title and hours worked;
   g. total amount for invoiced services;
   h. total amount billed to date;
   i. total amount remaining on the Agreement, and total Agreement amount.

6. The Consultant shall be responsible for the cost of supplying all documentation
necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

**ARTICLE 5 - PERSONNEL**

The parties hereto agree that, unless otherwise specifically designated or agreed to by the City, ________ shall be responsible for and supervise all matters assigned to and handled by the Consultant. City shall have the right to designate or reject the assignment of other employees or the Consultants associated with the Consultant. The Consultant represents and warrants that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified to the extent such licensing or certification is required by law. The City expressly relies on the Consultant’s representations regarding its skills, knowledge, and certifications. The Consultant agrees to perform all work in accordance with generally accepted business practices and performance standards of the industry, including federal, state, and local operation and safety regulations.

**ARTICLE 6 - CITY SUPERINTENDENT**

All work of the services contemplated by this Agreement will be supervised on behalf of the City by ________, (the “Superintendent”).

**ARTICLE 5 – TERMINATION**

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement.
by law or by official action of a public authority, or if the City fails to authorize the necessary
funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which
equitably reflects the proportion of work completed by the Consultant, provided that in no
event shall the compensation paid pursuant to this paragraph exceed the amount which would
have been payable pursuant to Article 4 of this Agreement.

ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on
the date personally delivered or, if mailed, five (5) days after deposit of the same in the
custody of the United States Postal Service, when properly addressed, posted and deposited in
the United States mail addressed to the respective Parties as follows:

CITY:
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

WITH COPY TO:
Finance Director
One Manchester Boulevard
Inglewood, California 90301

AGENT FOR SERVICE OF PROCESS ONLY:

WITH COPY TO:
CITY PERSON
TITLE
STREET AND SUITE
CITY STATE AND ZIP

The Consultant may from time to time designate another address, addressee or Agent
for Service of Process and shall, in such instances, notify the City in writing within ten (10)
calendar days of such designation.

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ARTICLE 7 – INSURANCE REQUIREMENTS (PLUS ANY REQUIREMENTS OF L.A. COUNTY)

The Consultant shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may
require the Consultant to purchase coverage with a lower retention or provide proof of ability
to pay losses and related investigations, claim administration, and defense expenses within
the retention. The policy language shall provide, or be endorsed to provide, that the self-
insured retention may be satisfied by either the named insured or the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state
with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or
the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at
least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-
made policy form with a Retroactive Date prior to the contract effective date, the Consultant
must purchase “extended reporting” coverage for a minimum of five (5) years after
completion of contract work.

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all
required amendatory endorsements (or copies of the applicable policy language effecting
coverage required by this clause) and a copy of the Declarations and Endorsement Page of the
CGL policy listing all policy endorsements to the City before work begins. However, failure to
obtain the required documents prior to the work beginning shall not waive the Consultant’s
obligation to provide them. The City reserves the right to require complete, certified copies of
all required insurance policies, including endorsements required by these specifications, at
any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting
all the requirements stated herein, and Contractor shall ensure that the City is an additional
insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on
the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 8 – INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees
and volunteers from and against all claims, damages, losses and expenses including attorney
fees arising out of the performance of the work described herein, to the extent caused in
wholly or in part by any negligent act or omission, recklessness or willful misconduct of the
Consultant, any subcontractor, anyone directly or indirectly employed by any of them or
anyone for whose acts any of them may be liable, except where caused by the active
negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the
matters against which the Consultant has agreed to indemnify Indemnitees as provided above,
the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant's
expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld.
Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled
to indemnification in order to be so indemnified. The insurance required to be maintained by
the Consultant under this Article shall ensure the Consultant's obligations under this section,
but the limits of such insurance shall not limit the liability of the Consultant hereunder. The
provisions of this Article shall survive the expiration or earlier termination of this Agreement
and shall exist for four (4) years beyond the termination or completion of the Consultant's
work.

ARTICLE 9 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this
Agreement, and the same shall be made available for inspection, audit and copying, at any
time during regular business hours, upon written request by the City or its designated
representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City's address indicated for receipt of notices in this Agreement.

ARTICLE 10 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant's performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

ARTICLE 11 – OWNERSHIP OF DOCUMENTS

"Documents" as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. "Documents" does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant's staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff
notes, and other correspondence), the Consultant shall provide any requested information to
the City within thirty (30) days. The City acknowledges that its alteration of documents without
the consent of the Consultant, or use of the documents for any purpose other than the
project, is at the City's own risk and without liability to the Consultant.

ARTICLE 12 – INDEPENDENT CONTRACTOR

The Consultant enters into this Agreement as an independent contractor and not as an
employee of the City. The Consultant shall have no power or authority by this Agreement to
bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent
with this relationship or status. All employees, agents, contractors or subcontractors hired or
retained by the Consultant are employees, agents, contractors or subcontractors of the
Consultant and not of the City. The City shall not be obligated in any way to pay any wage
claims or other claims made against the Consultant by any such employees, agents,
contractors, or subcontractors, or any other person resulting from performance of this
Agreement. The City shall not have the right to direct and control the manner and means in
which the Consultant carries out the work contemplated by this Agreement. The City shall not
train nor provide instruction to the Consultant for the carrying out of the services
contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this
Agreement. The City has an interest in qualifications of and capability of the Consultant which
will fulfill the duties and obligations imposed under this Agreement. In recognition of that
interest, the Consultant shall not assign or transfer this Agreement or any portion of this
Agreement or the performance of any of the Consultant's duties or obligations under this
Agreement without the prior written consent of the City. Any attempted unauthorized
assignment shall be ineffective, null and void, and shall constitute a material breach of this
Agreement entitling the City to any and all remedies at law or in equity, including summary
termination of this Agreement. The Consultant shall not assign any interest in this Agreement
and shall not transfer any interest in the same whether by assignment or novation, without
prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not
discriminate against any employee or applicant for employment because of race, color,
religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap,
medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in
writing and signed by the Parties hereto.

ARTICLE 16 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any
court of competent jurisdiction, the same shall be deemed severable from the remainder of
the Agreement and shall in no way affect any other covenant or condition herein contained as
long as the invalid provision does not render the Agreement meaningless with regard to a
material term in which event the entire Agreement shall be void. If such condition, covenant,
or other provision shall be deemed invalid due to its scope or breadth, such provision shall be
deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 17 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this
Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by
any party of any breach of the provisions of this Agreement shall not constitute a waiver of any
other provision, nor a waiver of any subsequent breach or violation of any provision of this
Agreement. Acceptance by the City of any work or services by the Consultant shall not
constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties
with respect to the matters addressed therein and supersedes all other Agreements or
understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 19 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 20 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any party on the basis that the particular party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date
and year first above written.

CITY OF INGLEWOOD

COMPANY NAME

__________________________
James T. Butts, Jr.,
Mayor

NAME,
Chair/President/Vice-President

COMPANY NAME

NAME,
Treasurer/Secretary/CFO

APPROVED AS TO FORM:

ATTEST:

Aisha L. Thompson,
City Clerk

Kenneth R. Campos,
City Attorney
Attachment No. 4
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER:** Brown & Brown Inc.
1-612-333-3323
80 South 8th Street
Suite 700
Minneapolis, MN 55402

**INSURED:** TRXO Community Meals, LLC
101 N. Tryon Street, Suite 525
Charlotte, NC 28202

**CERTIFICATE NUMBER:** 69747836
**REVISION NUMBER:** 3

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<td>E.L. DISEASE - POLICY LIMIT</td>
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</tr>
</tbody>
</table>

**CERTIFICATE HOLDER:**
City of Inglewood
6th Floor, City Hall
One Manchester Blvd.
Inglewood, CA 90301

**AUTHORIZED REPRESENTATIVE:**


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The ACORD name and logo are registered marks of ACORD.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSURING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hays Companies, Inc.
80 South 8th Street
Suite 700
Minneapolis, MN 55402

INSURED
TRIO Community Meals, LLC
101 N. Tryon Street, Suite 555
Charlotte, NC 28202

COVERAGES
CERTIFICATE NUMBER: 22-23 Cyber
REVISION NUMBER: 

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ISO CODE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>OCCUR</td>
<td>$</td>
</tr>
<tr>
<td>GENERAL LIABILITY</td>
<td>OCCUR</td>
<td>$</td>
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<tr>
<td>COMBINED SINGLE LIMIT (Per occurrence)</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>BODILY INJURY (Per person)</td>
<td>$</td>
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</tr>
<tr>
<td>PROPERTY DAMAGE</td>
<td>$</td>
<td></td>
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<tr>
<td>AGGREGATE</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

A Cyber Liability
01-106-28-88
10/01/2022
1001/2023
Aggregate Limits
$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of insurance.

CERTIFICATE HOLDER
City of Inglewood
8th Floor, City Hall
One Manchester Blvd.
Englewood, CA 90301

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS
Hayes Companies
IDS Center – Suite 700
80 South 8th Street
Minneapolis, MN 55402

PHONE: 612-333-3022
MAIL: 612-370-7270

COMPANY NAME AND ADDRESS
Travelers Property Casualty Company of America

NAIC NO: 36161

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

AGENCY CUSTOMER ID:

NAMED INSURED AND ADDRESS
TRIO Community Meals, LLC
101 N. Tryon Street, Suite 525
Charlotte, NC 28202

ADDITIONAL NAMED INSURED(S):

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) BUILDING &/OR X BUSINESS PERSONAL PROPERTY

LOCATION DESCRIPTION
RS: Senior Nutrition Program

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

COVERAGE INFORMATION PERILS INSURED | BASIC | BROAD | X | SPECIAL | DED: $25,000

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $50,000,000

YES | NO | NA

X BUSINESS INCOME | RENTAL VALUE

BLANKET COVERAGE

TERRORISM COVERAGE

IS COVERAGE PROVIDED FOR "CERTIFIED ACTS" ONLY?

IS COVERAGE A STAND ALONE POLICY?

DOES COVERAGE INCLUDE DOMESTIC TERRORISM?

LIMITED FUNGUS COVERAGE

FUNGUS EXCLUSION (If "yes", specify organization's form used)

REPLACEMENT COST

AGREED AMOUNT

CONSIDERANCE

EQUIPMENT BREAKDOWN (if applicable)

ORDINANCE OR LAW – Coverage for loss to undermanned portion of building

- Demolition Costs

- Incr. Cost of Construction

EARTHQUAKE (If Applicable)

FLOOD (If Applicable)

WIND / HAIL (If Separate Policy)

PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

Lenders Loss Payable

NAME AND ADDRESS
City of Inglewood
9th Floor, City Hall
One Manchester Blvd.
Inglewood, CA 90301

AUTHORIZED REPRESENTATIVE

ACORD 28 (2016/03)
All Other Perils deductible for the following locations: $100,000 Deductible
a. 100 Valley Dr. Pearl, MS 39208
b. 39 Olympia Ave, Woburn, MA 01801
c. 81 Highland Ave, Tarrytown, NY 10591
d. 2859 S Shirlington Rd, Arlington, VA 22206

Earthquake:
- Alaska, Hawaii, or Puerto Rico - $3,000,000 Per Occurrence/Annual Aggregate Limit – 5%/$250,000 Minimum Deductible
- California Locations - $3,000,000 Per Occurrence/Annual Aggregate Limit – 5%/$250,000 Minimum Deductible
- High Hazard Earthquake, Volcanic Eruption, Landslide and Mine Subsidence Areas - $3,000,000 Per Occurrence/Annual Aggregate – 5%/$250,000 Minimum Deductible
- Moderate Hazard Earthquake, Volcanic Eruption, Landslide and Mine Subsidence Areas – 2%/$100,000 Minimum Deductible
- All Other Locations (including 100 Valley Dr., Pearl, MS location) - $25,000,000 Per Occurrence/Annual Aggregate Limit - $100,000 Deductible

Flood:
- 504 College Dr, Albany GA - $1,000,000 Per Occurrence/Annual Aggregate Limit – $100,000 Deductible
- 39 Olympia Ave, Woburn MA - $1,000,000 Per Occurrence/Annual Aggregate Limit – $100,000 Deductible
- Flood Zone A or Zones prefixed A - $5,000,000 Per Occurrence/Annual Aggregate Limit – $250,000 Deductible
- Flood Zone V or Zones prefixed V – NOT COVERED
- Anywhere else in the Policy Territory - $25,000,000 Per Occurrence/Annual Aggregate Limit – $100,000 Deductible

Named Windstorm Deductible:
- High Hazard Wind Areas - 5%/$250,000 Minimum in any one occurrence
- Mississippi – 2%/$/250,000/ Minimum in any one occurrence
- All other Tier 1 areas - $100,000 Minimum in any one occurrence
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative, producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer**
Hays Companies, Inc.
80 South 8th Street
Suite 700
Minneapolis, MN 55402

**Insured**
TRIO Community Meals, LLC
101 N. Tryon Street, Suite 525
Charlotte, NC 28202

**Coverages**
Certificate Number: 22/23 Crime/E&O

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURED</th>
<th>TYPE OF INSURANCE</th>
<th>PRIMARY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>EACH OCCURRENCE</td>
<td>$</td>
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<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE TO RENTED PREMISES (Ex. Excl.)</td>
<td>$</td>
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<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
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<td></td>
<td></td>
<td>PERSONAL &amp; ADJ INJURY</td>
<td>$</td>
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<td>GENERAL AGGREGATE</td>
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<td>PRODUCTS - COMPAR AGG</td>
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<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td>COMPULSORY INCIDENT (Ex. Excl.)</td>
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<td></td>
<td></td>
<td>BODILY INJURY (Per person)</td>
<td>$</td>
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<tr>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident)</td>
<td>$</td>
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<td></td>
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<td>PROPERTY DAMAGE (Per accident)</td>
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<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td>EACH OCCURRENCE</td>
<td>$</td>
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<td>AGGREGATE</td>
<td>$</td>
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<td></td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>PER OCCURANCE</td>
<td>$</td>
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<tr>
<td></td>
<td>ANY PROPRIETORS</td>
<td>E.L. EACH OCCIDENT</td>
<td>$</td>
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<tr>
<td></td>
<td>OR PARTNERS</td>
<td>E.L. DISEASE - E &amp; O EMPLOYEE</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td>E.L. DISEASE - POLICY LIMIT</td>
<td>$</td>
</tr>
</tbody>
</table>

**Certificate Holder**
City of Inglewood Child and Adult Food P 8th Flr, City Hall One Manchester Blvd. Inglewood, CA 90301

**Cancellation**
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative
James Hays/SYNEST

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRM NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME CONTACT PERSON AND ADDRESS PHONE 612-333-3323 (INC., INS: 612-376-1970)
Hays Companies
IDS Center - Suit 700
80 South 8th Street
Minneapolis, MN 55402

COMPANY NAME AND ADDRESS NAIC NO: 38161
Travelers Property Casualty Company of America

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

AGENT NAME CUSTOMER ID:
EILOR, INC., DBA EILOR North America
Preferred Meal Systmes, Inc.
Batemen Community Living, LLC dba TRIO Community Meals
300 S. Tryon Street, Suite 400
Charlotte, NC 28202

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PROPERTY INFORMATION (USE REMARKS ON PAGE 2, IF MORE SPACE IS REQUIRED) BUILDING &/ OR X BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
RE: Child and Adult Food Program

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCES $50,000,000

PERILS INSURED

PERILS INSURED

BROAD X SPECIAL

DED: $25,000

X BUSINESS INCOME X RENTAL VALUE

YES NO N/A

LIMIT: LIMI: X Actual Loss Sustained # of months: 12

BLANKET COVERAGE

IF YES, INDICATE AMOUNT OF INSURANCE ON PROPERTIES IDENTIFIED ABOVE:

TERRORISM COVERAGE

ATTACH INSURANCE NOTICE / DEC

IS COVERAGE PROVIDED FOR "CERTIFIED ACTS" ONLY?

IF YES, SUB-LIMIT:

IS COVERAGE A STAND ALONE POLICY?

IF YES, LIMIT:

DOES COVERAGE INCLUDE DOMESTIC TERRORISM?

IF YES, LIMIT:

LIMITED FUNGUS COVERAGE

LIMIT: X

FUNGUS EXCLUSION (IF "YES", SPECIFY ORGANIZATION'S FORM USED)

REPLACEMENT COST

AGREED AMOUNT

X

X

X

% OF

EQUIPMENT BREAKDOWN (IF APPLICABLE)

IF YES, LIMIT: 80,000,000

DEAD: 25,000

DEMOLITION COSTS

DEAD: 25,000

X

INJURY, COST OF CONSTRUCTION

DEAD: 25,000

DEAD: 25,000

EARTHQUAKE (IF APPLICABLE)

IF YES, LIMIT: SEE ATTACHED

SEE ATTACHED

FLOOD (IF APPLICABLE)

SEE ATTACHED

SEE ATTACHED

WIND / HAIL (IF SEPARATE POLICY)

SEE ATTACHED

PERMISSION TO MAKE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS

X

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

MORTGAGE

LENDER'S LOSS PAYABLE

NAME AND ADDRESS

AUTHORIZED REPRESENTATIVE

City of Inglewood
8th Floor, City Hall
One Manchester Blvd,
Inglewood, CA 90301

ACORD 28 (2016/03) Page 1 of 2 © ACORD CORPORATION 2003-2016. All rights reserved.

The ACORD name and logo are registered marks of ACORD
All Other Perils deductible for the following locations: $100,000 Deductible
a. 100 Valley Dr, Pearl, MS 39208
b. 39 Olympia Ave, Woburn, MA 01801
c. 81 Highland Ave, Tarrytown, NY 10591
d. 2850 S Shirlington Rd, Arlington, VA 22206

Earthquake:
- Alaska, Hawaii, or Puerto Rico - $3,000,000 Per Occurrence/Annual Aggregate Limit – 5%/$250,000 Minimum Deductible
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- Moderate Hazard Earthquake, Volcanic Eruption, Landslide and Mine Subsidence Areas – 2%/100,000 Minimum Deductible
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- Flood Zone V or Zones prefixed V – NOT COVERED
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Named Windstorm Deductible:
- High Hazard Wind Areas - 5%/250,000 Minimum in any one occurrence
- Mississippi - 2%/250,000/ Minimum in any one occurrence
- All other Tier 1 areas - $100,000 Minimum in any one occurrence
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSUREDs, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

1. Additional Insureds - Automatic Status for 12 Additional Insured Types
   A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)
   B. Lessor of Leased Equipment
   C. Owners or Other Interests From Whom Land Has Been Leased
   D. Manager or Lessor of Premise
   E. Mortgagee, Assignee, or Receiver
   F. Controlling Interest
   G. Co-owner Of Insured Premises
   H. Executors, Administrators, Trustees Or Beneficiaries
   I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
   J. Any Person Or Organization You Are Performing Work For
   K. Vendors
   L. Grantor of Franchise

2. Primary and Noncontributory - Other Insurance Condition

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 12 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)

1) A person or organization with respect to liability for:
   a. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
   b. "Personal and advertising injury";

caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.
2) With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

a. Legal, accounting or advertising services;
b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
c. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
d. Engineering services, including related supervisory or inspection services;
e. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
f. Any health or therapeutic service treatment, advice or instruction;
g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
h. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
i. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
j. Body piercing services;
k. Services in the practice of pharmacy;
l. Law enforcement or firefighting services; and
m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

B. Lessor of Leased Equipment

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. Owners or Other Interests From Whom Land Has Been Leased

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to lease that land;
b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).
D. Manager or Lessor of Premise
Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:
This insurance does not apply to:
1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

E. Mortgagee, Assignee, or Receiver
Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.
This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

F. Controlling Interest
1) Any person(s) or organization(s) with respect to their liability arising out of:
   a. Their financial control of you; or
   b. Premises they own, maintain or control while you lease or occupy these premises.
2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

G. Co-owner Of Insured Premises
Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

H. Executors, Administrators, Trustees Or Beneficiaries
Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:
This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2) The construction, erection or removal of elevators; or
3) The ownership, maintenance or use of any elevators covered by this insurance.

J. Any Person Or Organization You Are Performing Work For
Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1) In the performance of your ongoing operations; or
2) In connection with your premises owned by or rented to you.

K. Vendors
1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
   However:
   a. The insurance afforded to such vendor only applies to the extent permitted by law; and
b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

L. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law, and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and
that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.
POLICY# 9018840003

COMMERCIAL AUTO
CA 80 07 06 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. The Who Is An Insured provision of Covered Autos Liability Coverage is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The most we will pay on behalf of the additional insured is the lesser of the amount payable under the Limit of Insurance for Covered Autos Liability Coverage or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the COMMERCIAL AUTO COVERAGE FORM to which this endorsement is attached.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: Elior Inc DBA Elior North America
Endorsement Effective Date: 09/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization you are required to add as an additional insured by written contract or agreement in effect prior to any loss or damage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in:

(1) Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms; or
(2) Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

(1) The person or organization is a Named Insured under such other insurance; and
(2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown Inc.
1-612-333-3323
60 South 8th Street
Suite 700
Minneapolis, MN 55402

CONTACT NAME: Dawn Heinemann or Angela Whirley
PHONE (AIC/No. Ext): 612-333-3323
FAX (AIC/No. Ext): 612-373-7270
E-MAIL: eliorcerts@brown.com

INSURED
Elior, Inc DBA Elior North America
TRIO Community Meals, LLC
101 N. Tryon Street, Suite 525
Charlotte, NC 28202

INSURERS AFFORDING COVERAGE
INSURER A: SENTRY INS CO
NAIC #: 24988
INSURER B: ACE PROF & CAS INS CO
NAIC #: 20699
INSURER C: SENTRY CAS CO
NAIC #: 20240
INSURER D: RGUL IND CO
NAIC #: 22314
INSURER E: 

COVERAGE
CERTIFICATE NUMBER: 58743239
REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY BE REDUCED BY PAID CLAIMS.

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<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>AMOUNT INSURED</th>
<th>LIMITS</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXPIRY (MM/DD/YYYY)</th>
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<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>EACH OCCURRENCE</td>
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<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>COMBINED SINGLE LIMIT</td>
<td>$3,000,000</td>
<td>09/01/22</td>
<td>09/01/23</td>
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<td>C</td>
<td>WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY</td>
<td>Y/N</td>
<td>E.L. EACH ACCIDENT</td>
<td>$1,000,000</td>
<td>09/01/22</td>
<td>09/01/23</td>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Inglewood’s officials, employees, and volunteers are additional insured on a primary and non-contributory basis as respects general and automobile liability policies where required by written contract subject to the policy(s) terms and conditions. Waiver of subrogation applies in favor of the additional insured as respects general and automobile liability and workers compensation policies where required by written contract subject to the policy(s) terms and conditions. Sexual Abuse is not excluded from the general liability policy. Sexual misconduct or abuse is not excluded on the general liability policy, subject to the policy terms and conditions.

CERTIFICATE HOLDER
City of Inglewood
8th Floor, City Hall
One Manchester Blvd.
Inglewood, CA 90301
USA

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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ACORD 25 (2016/03)

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ddeubhr
58743239
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSUREDS, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

1. Additional Insureds - Automatic Status for 12 Additional Insured Types
   A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)
   B. Lessor of Leased Equipment
   C. Owners or Other Interests From Whom Land Has Been Leased
   D. Manager or Lessor of Premises
   E. Mortgagee, Assignee, or Receiver
   F. Controlling Interest
   G. Co-owner Of Insured Premises
   H. Executors, Administrators, Trustees Or Beneficiaries
   I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
   J. Any Person Or Organization You Are Performing Work For
   K. Vendors
   L. Grantor of Franchise

2. Primary and Noncontributory - Other Insurance Condition

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 12 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)

1) A person or organization with respect to liability for:
   a. "Bodily injury" or "property damage" not included in the "product/completed operations hazard"; or
   b. "Personal and advertising injury";
   caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.
2) With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

a. Legal, accounting or advertising services;
b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
c. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
d. Engineering services, including related supervisory or inspection services;
e. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
f. Any health or therapeutic service treatment, advice or instruction;
g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
h. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
i. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
j. Body piercing services;
k. Services in the practice of pharmacy;
l. Law enforcement or firefighting services; and
m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

B. Lessee of Leased Equipment

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. Owners or Other Interests From Whom Land Has Been Leased

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to lease that land;
b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).
D. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

E. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

F. Controlling Interest

1) Any person(s) or organization(s) with respect to their liability arising out of:
   a. Their financial control of you; or
   b. Premises they own, maintain or control while you lease or occupy these premises.

2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

G. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises coowned by you and covered under this insurance.

H. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

2) The construction, erection or removal of elevators; or

3) The ownership, maintenance or use of any elevators covered by this insurance.

J. Any Person Or Organization You Are Performing Work For

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1) In the performance of your ongoing operations; or

2) In connection with your ongoing operations; or

K. Vendors

1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

a. The insurance afforded to such vendor only applies to the extent permitted by law; and
b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

   (1) The exceptions contained in Subparagraphs d. or f.; or

   (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

L. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you. However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and
that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: Ellor Inc DBA Ellor North America
Endorsement Effective Date: 09/01/2022

SCHEDULE

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<th>Name Of Person(s) Or Organization(s):</th>
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<td>Any person or organization you are required to add as an additional insured by written contract or agreement in effect prior to any loss or damage.</td>
</tr>
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</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in:

(1) Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms; or
(2) Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

(1) The person or organization is a Named Insured under such other insurance; and
(2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.