

**AN ORDINANCE TO AUTHORIZE AND APPROVE AN EXTENSION TO A CONTRACT BETWEEN THE CITY OF WILMINGTON AND PREFERRED MEAL SYSTEMS, INC.**

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**#4417**

**Sponsor:**

**Council  
Member  
Chukwuocha**

**WHEREAS**, pursuant to Section 2-308 and Section 8-200 of the City Charter, City Council may, by Ordinance, authorize contracts for the rendering of services for a period of more than one year; and

**WHEREAS**, the City publicly advertised the specifications for Contract 18028PR – Summer Food Service Program (the “Contract”) – in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”, to Preferred Meal Systems, Inc. (the “Contractor”), the lowest responsive and responsible bidder; and

**WHEREAS**, the Contract’s term was from June 19, 2017 to August 25, 2017, at an estimated price of \$954,912.00 based on an estimated number of meals requested at the price of \$1.52 per Individual Breakfast, \$2.61 per Individual Lunch, \$0.80 per Individual Snack, and \$2.61 per Individual Supper, with the possibility of one extension for Summer 2018, thereafter with the same terms and conditions, at the option of the City; and

**WHEREAS**, the primary purpose of the Contract is to provide meals to those in need in the City of Wilmington; and

**WHEREAS**, the Summer Food Service Program is funded through a grant from the State of Delaware; and

**WHEREAS**, said extension period was included in the Contract in order to provide for continuity of service and to lock in meal rates at the lowest cost possible; and

**WHEREAS**, it is the recommendation of the Department of Parks and Recreation that the City exercise its option to extend this Contract for the 2018 Summer Food Service Program.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:**

**SECTION 1.** An extension to Contract 18028PR – Summer Food Service Program – between the City of Wilmington and Preferred Meal Systems, Inc., a copy of which Contract is attached hereto as Exhibit “A,” for the 2018 Summer Food Service Program, at an estimated price of \$1.52 per Individual Breakfast, \$2.61 per Individual Lunch, \$0.80 per Individual Snack, and \$2.61 per Individual Supper, is hereby approved, and the Mayor or his designee is hereby authorized to exercise the City’s option, as well as take all additional undertakings related thereto, as may be necessary.

**SECTION 2.** This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading..... October 5, 2017  
Second Reading..... October 5, 2017  
Third Reading.....

Passed by City Council,

\_\_\_\_\_  
President of City Council

ATTEST: \_\_\_\_\_  
City Clerk

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Assistant City Solicitor

Approved this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Mayor

**SYNOPSIS:** This Ordinance authorizes the City to exercise its option for service under Contract 18028PR – Summer Food Service Program – between the City of Wilmington and Preferred Meal Systems, Inc. for the summer of 2018 at the price of \$1.52 per Individual Breakfast, \$2.61 per Individual Lunch, \$0.80 per Individual Snack, and \$2.61 per Individual Supper.

**FISCAL IMPACT STATEMENT:** There ordinance has no anticipate fiscal impact, because the Summer Food Service Program is funded through a State of Delaware grant.

The City of Wilmington will receive  
sealed bids  
at the Div. of Procurement &  
Records, 5th Fl., Louis L. Redding  
Bldg., 800 French St., Wilm., DE  
19801 for:

**18028PR - SUMMER FOOD  
SERVICE PROGRAM**

**Bid Opening: Thursday, May 25,  
2017 @ 3:00 p.m.**

Specs may be obtained at the above  
address.

Tina M. Romano-Austin Purchasing  
Agent II  
Division of Procurement and Re-  
cords Department of Finance  
5/3, 5/10- NJ

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0002108562-01



## INSTRUCTIONS TO BIDDERS

1. Bids on City Contract **18028PR – SUMMER FOOD SERVICE PROGRAM** – will be publicly opened and read aloud in the 5th Floor Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE, on **THURSDAY, MAY 25, 2017 at 3:00 p.m.**
2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed, **“Bid for City Contract 18028PR – Summer Food Service Program”** and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.
3. Any bid may be withdrawn prior to the scheduled time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty days (30) after the actual opening thereof.
4. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Wage Tax Division, City of Wilmington, in order to be awarded the contract.
5. No bid will be considered unless accompanied by a sufficient Bid Bond to the City of Wilmington in the amount of not less than 10 percent of the amount of the base bid, plus all additive alternatives, with Corporate Surety authorized to do business in the State of Delaware. The bond must be secured from a company listed in the Department of the Treasury Circular 570 of companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable Reinsuring Companies.
6. Bid Bond must be accompanied by a certification attached hereto, issued by the Surety Company, qualified to do business in the State of Delaware, and satisfactory to the Owner, which certification contains the commitment of the Surety Company to execute a 25 percent Performance and/or Labor and Material Bonds to cover the bidder's performance and its payment of labor and materials if the bidder is successful and the contract is awarded to him. The successful bidder must furnish the above bond within ten days after the award of contract.
7. If a corporation, the successful bidder shall furnish a certificate from the State where it is incorporated, stating that it is a subsisting corporation. The corporation shall also furnish one (1) original and two (2) copies of the excerpts of the corporate minutes, which grant authority to those who sign and attest the contract. The Corporate Seal shall be affixed where signatures are attested.
8. The successful bidder will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax/law. This law applies to people living and/or working in the City of Wilmington.
9. The City of Wilmington will assume the following responsibilities:
  - A. Receive, document the receipt thereof, and serve all foods and beverages to the children.
  - B. Provide for trash disposal and cleaning at City park sites.
  - C. In addition to site locations herein listed, successful bidder shall be furnished with a proposed time schedule and the names of supervisory personnel assigned at the various sites to receive all items.
  - D. Render adequate notice of any anticipated quantity or site changes.

10. Contractor will adhere to the proposed menu and cycle. The proposed menu and cycle may **only** be changed upon mutual agreement by both parties. Such changes shall be approved by the Department of Education as required by USDA Regulatory requirements.

11. In the event the bid unit price of successful bidder(s) is higher than the amount the City can reasonably pay, the City reserves the right to negotiate a change in the specified menus with the successful bidder(s) in order to make optimum use of available and/or additional funds or improve appeal to the children. The frequency of use of the various menus specified in the bid contract or subsequently negotiated may be changed at no increase in price. However, the changes must be approved by the Department of Education.

12. Contractor agrees to comply with all Federal and State of Delaware Laws regarding nondiscrimination in employment.

13. Contractor is responsible for the performance of any subcontractor with whom he may arrange for the fulfillment of the contract.

14. Contractor must comply with USDA regulation 225.17 (e) in regard to use of minority vendors as recommended by sponsor.

15. Bidders must have a valid food establishment permit effective from **June 19, 2017** through and including **August 25, 2017**. A copy of this certification must accompany the bid proposal in order for the vendor's bid to be considered.

16. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:

- A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.
- B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
- C. Respect employee's voluntary freedom of association.
- D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.
- E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
- F. Work with governments and communities in which you do business to improve the quality of life in those communities - their educational, cultural, economic, and social well-being - and seek to provide training and opportunities for workers from disadvantaged backgrounds.
- G. Promote the application of these principles by those with whom you do business.

17. **Award and Execution of Contract**

- A. **Consideration of Proposals.** After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices, unless the proposals state a different basis for comparing bids. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

Before awarding the contract, a bidder may be required to show that he/she has the ability, experience, necessary equipment, experienced personnel, and financial resources to successfully carry out the work required by the contract.

The right is reserved to reject any and/or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgement of the department the best interest of the City will be promoted thereby.

- B. **Award of Contract.** The award of the contract, if it be awarded, must be within thirty (30) calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposals that his bid has been accepted and has been awarded the contract.
- C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.
- D. **Right to Audit.** The City Auditor or his designee shall have the right to audit the contract and any books, documents, or records relating thereto.

**Special Note:** Effective January 1, 2015, per City ordinance 14-042, all contracts for which competitive bidding is required, minimum wage of \$10.10 per hour must be paid to workers in the performance of any contract or subcontract with the City.

# **2017**

# **SUMMER FOOD SERVICE PROGRAM**



**JUNE 19 – AUGUST 25, 2017**

**(Closed Tuesday, July 4th)**

Effective June 19, 2017, the second week of the program, sites will receive meals on Saturday if there are sufficient requests for service.

If feasible, Saturday meals will be served until August 11, 2017.

**Serving Breakfast, Lunch, Dinner and Snack  
for 49 Weekdays**

**City of Wilmington**  
**Special Summer Food Service Program for Children**  
**CONTRACT 18028PR**

**SPECIFICATIONS**

**QUANTITIES:**

Bid to include preparation, packaging, and delivery of meals as outlined below:

Department of Parks and Recreation  
Youth & Families Division  
City of Wilmington

Approximately 3,000 daily breakfasts at approximately 60 sites.

Approximately 3,600 individual lunches at approximately 105 separate sites daily.

Approximately 3,000 daily snacks approximately 105 sites.

Approximately 800 daily suppers, 15 sites.

**DELIVERIES:**

Contractor to deliver all food and liquids in a refrigerated vehicle to each of the designated sites. Designated representatives shall be available at each site and will be responsible for the receiving of all items and supervision of feeding. Approximately, 30 breakfast deliveries to be made between the hours of 7:00 a.m. and 10:00 a.m. Approximately 125 lunch deliveries to be made between the hours of 11:00 a.m. and 1:00 p.m. To insure a smooth operation, it will be necessary that the aforementioned delivery schedule be strictly adhered to.

**Items delivered frozen, other than juice, will cause entire day's meals to be disallowed.**

**Vendor will supply one bag of ice per 25 meals at each outdoor park site. There will be approximately 18 different park sites. Vender must supply 1 trash bag for every 50 meals delivered.**

**Note: Saturday meals will be delivered only if the participants exceed 500 or more. Otherwise, other provisions will be made for pickup.**

**SITE LOCATION**

The attached listed sites constitute the tentative delivery locations

Successful bidder may contact the following individual for complete delivery instructions and information:

Kevin F. Kelley, Sr., Director  
Department of Parks and Recreation  
500 Wilmington Avenue  
Wilmington, DE 19801  
(302) 576-3810

## TIME PERIOD

Program to commence on MONDAY, JUNE 19, 2017, through FRIDAY, AUGUST 25, 2017.  
**Note: Saturday meals will be delivered only if participants exceed 500 or more. Otherwise, other provisions will be made for pickup.**

## FOOD REQUIREMENTS

Lunch must be equivalent Type A, as defined by the U.S. Department of Agriculture's Special Summer Food Service Program for Children – 1968 amendment to the National School Lunch Act. The attached menu, which covers a three-week cycle, shall constitute the menu bid by the vendors.

\*See USDA Food Specifications (attached)

Raw foods must meet the grade requirements outlined as follows:

1. Meat – U.S. Department of Agriculture inspected, must be all meat and no fillers. Meats must be low fat/low sodium products. NO PORK PRODUCTS.
2. Cheese – Grade A.
- \* 3. Fresh Fruit and Produce – to be washed and of No. 1 quality. It will be ripe and ready to eat upon delivery.
- \* 4. Fruit Juice – full strength, no water to be added. Only whole juice products are acceptable. Three (3) different varieties of juice served each week.
5. Breads – wheat, soft, round, sliced. Also includes cereal, crackers, pasta, and a variety of bread products including muffins, etc.
6. Milk – milk means unflavored milk that meets State and local standards for fluid whole milk . . . , chocolate flavored drinks or beverages may not be served in place of milk.
  - a. Type – pasteurized, homogenized, Vitamin D added
  - b. Minimum butterfat content – 3.5 percent
  - c. Minimum milk solids, not fat – 8.25 percent
  - d. Maximum bacteria count – 20,000 per cubic centimeter
  - e. Milk must be fat free or 1% (low fat)

## LENGTH OF CONTRACT

The length of the contract shall be June 19, 2017 – August 25, 2017. The City reserves the option to extend this contract for one additional year provided that all conditions and pricing remain the same, and subject to City Council approval and funding availability. The City will give 60 days' advance written notice if the contract is to be extended.

## GENERAL CONDITIONS

1. Bidders may contact the following individual(s) in writing, for additional information concerning the proposal:  

Tina Austin, (302) 576-2420  
[tromano@wilmingtonde.gov](mailto:tromano@wilmingtonde.gov)
2. Bidder must complete cover sheet with all required information.
3. Bidder must submit required documentation, including health permit and inspection documentation with bid response.
4. Quantities rendered are approximated to fulfill the requirement for the operating period. The City reserves the right and every bidder must agree to the stipulation of the right and every bidder must agree to the stipulation of ordering more or less than the stated estimated amounts at any time, in such quantities as needed and successful contractor will deliver to any directed site such quantities as designated at the bid price.
5. Contractor shall supply sufficient containers for distribution of milk and lunches, meals/snacks to satellite feeding points. These containers are to be Styrofoam or equivalent with the lid on cartons. Ice to be provided where necessary, as determined by the City of Wilmington, at no additional charge.
6. Deliveries to be made within the designated hours, identified in basic specification. Emergency situations affecting the contractor's ability to deliver to the City in a reasonable length of time will be mutually worked out between the contractor, the City of Wilmington, and State agencies. Weather conditions, abrupt deviations in quantities or site changes must be mutually agreed upon by the contractor and the City representatives.
7. Successful bidder will have a turnaround **time of 24 hours or less for changes** in the number of meals (**increases and decreases**) delivered daily. Changes for the next day's delivery will be called in to the contractor by **10:00 a.m. daily**.
8. The City of Wilmington and allied governmental agencies reserve the right to visit and inspect the bidder's preparation facilities prior to and during the contract period, which may form the basis of determining the capability of the bidder to perform or fulfill the contract.
9. Successful contractor to provide proof of insurance showing coverage of public liability, vehicle liability, and property damage insurance.
10. Hold Harmless: The bidder, if awarded a contract, agrees to protect, defend, and save harmless the City against any damage for payment for the use of any patented material, process, article, or device or from a part of the work covered by this contract; and he further agrees to indemnify and save harmless description brought against it, for or on account of any injuries or damages received or sustained by any parties, by or from any acts of the contractor, his servants to agents.
11. All bidders are requested to arrange for site visitations so as to inform themselves of locations and delivery conditions.

12. All bidders must provide sponsor with a sample meal at the bid opening. Meal must be packaged and presented as it will be delivered during the program.
13. Contractors' delivery personnel (drivers) must contact the City of Wilmington Summer Food Service Office each day at the completion of the route.



## **I. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

- A. By submission of this offer, the offerer certifies and in the case of a joint offer, each party thereto certifies as to its own organization in connection with this procurement:
1. The prices in this offer 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 offerer or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offerer and will not knowingly be disclosed by the offerer prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offerer or to any competitor;
  3. No attempt has been made or will be made by the offerer to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

## **II. INSTRUCTION TO BIDDERS**

- A. Definitions (as used herein)
1. The term "Bid" means the bidder's offer.
  2. The term "bidder" means a food service management company submitting a bid in response to this invitation for bid.
  3. The term "contractor" means a successful bidder who is awarded a contract by a sponsor under the SFSP.
  4. "Food service *management* company" means any commercial enterprise or public or private nonprofit organization which contracts with a sponsor to manage any aspect of the food service, including vendors which contract with a sponsor to prepare unitized meals.
  5. The term "invitation to bid" hereafter referred to as IFB, means the document where the procurement is advertised. In the case of this program, the IFB becomes a part of the contract once both parties agree in writing to all terms and conditions of the IFB.
  6. The term "Sponsor" means the City of Wilmington, the service institution which contracts with the Department of Education to operate and manage the Summer Food Service Program.
  7. The term "unitized meal" means an individual preportioned meal consisting of a combination of foods meeting the Summer Food Service program (SFSP) meal pattern requirements. Juice may be unitized with other components or be delivered in bulk. The State agency may approve exceptions to the unitized meal such as separate hot and cold packs. Other terms shall have the meanings ascribed to them in the SFSP regulations (7 CFR Part 225).

- B. **Explanation to Bidders:** Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specification, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uniformed bidders.
- C. **Acknowledgment of Amendments of IFBs:** The sponsor must acknowledge receipt of an amendment to an IFB by a bidder by signing and returning this amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.
- D. **Bidders Having Interest In More Than One Bid:** If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.
- E. **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error. Neither law nor regulations make allowance for error either of omission or commission on the part of the bidders. In the case of error in extension of prices in the bid, the unit price shall govern.
- F. **Evaluation of Bidders/Award of Contract:**
1. The contract will be awarded to the responsive and responsible bidder whose bid conforms to the IFB and will be most advantageous to the sponsor, lowest total estimated amount of bid, price, and other factors considered.
  2. The sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
  3. The sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.
  4. Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.
- G. **Late Bids, Modification of Bids, or Withdrawal of Bids:**
1. Any bid received after the exact time specified for receipt of bids will not be considered.
  2. Any modification or withdrawal of bid is subject to the same conditions as in (A) above, except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or an authorized representative, provided their identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

3. Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the sponsor will be considered at any time it is received and may be accepted.

H. **Bid Bond:** For bids over \$150,000, a bid bond in the amount of 10 percent of the estimated value of the contract for which the bid is made must accompany the bid. The bid bond must be from a company listed in the current United States Department of Treasury Circular 570 certified to do business in Delaware. No other type of bid bond is acceptable.

### III. SCOPE OF SERVICES

- A. United States Department of Agriculture regulations 7 CFR Part 225, entitled Summer Food Service Program is hereby incorporated by reference.
- B. Contractor agrees to deliver unitized meals inclusive of milk and/or juice to locations set out in Schedule A, attached hereto, and made a part thereof, subject to the terms and conditions of this solicitation.
- C. All meals furnished must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof.
- D. Contractor shall furnish meals as ordered by the sponsor during the period of operation specified on under "Time Period" and as further specified in Schedule A.
- E. **Pricing** shall be on the menus described in Schedule C. All bidders must submit bids on the same menu cycle provided by the sponsor. Deviation from this menu cycle shall be permitted only **upon** authorization of the sponsor. Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation, and all other related costs (e.g., condiments, utensils, and trash bags for trash collection per site for duration of contract, etc.).
- F. **Meal quantities** are estimated. They are the best-known estimates for requirements during the operating period. The sponsor reserves the right to order more or less meals than estimated at the beginning of the operating period. Contractor will be paid at the unit price rate for the actual number of meals delivered each day for the program period specified. Sponsor does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approval level of meal service designated by the administering office for each site serving meals provided by the contractor.
- G. **Meal orders** sponsors will order meals on Monday of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week, and will include breakdown totals for each site and each type of meal. The sponsor reserves the right to increase or decrease the number of meals ordered on a 24-hour notice. **Time may be less if mutually agreed upon between the parties of this contract.**

## **II. Meal-Cycle Change Procedure**

Meals will be delivered on a daily basis in accordance with the menu cycle which appears in Schedule C. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, **the sponsor shall be notified immediately so substitutions can be agreed upon.** The sponsor reserves the right to suggest menu changes within the vendor's suggested food cost, periodically throughout the contract period.

### **I. Noncompliance**

The sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor will not be paid for unauthorized menu changes, incomplete meals, rejected meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the food quantity or quality specifications. The sponsor reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at lesser cost. The sponsor or inspecting agency shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection. Such notice must be provided to vendor by end of business Tuesday for preceding week.

Contractor will be liable to the City of Wilmington for any administrative reimbursement lost as a result of disallowed meals resulting from noncompliance.

The SFSP regulations provide that statistical sampling methods may be used to disallow payments for meals which are not served in compliance with program regulations. In the event that disallowances are made on the basis of statistical sampling, the sponsor and the contractor will be notified in writing by the administering agency as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical sampling procedures employed.

### **J. Specifications**

#### **1. Packaging**

- a. Hot Meal Unit – Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° (204°C) or higher.
- b. Cold Meal Unit (or Unnecessary to Heat) – Container and overlay to be plastic or paper and non-toxic.
- c. Sandwich is to be individually wrapped in addition to the overlay on the container.

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- d. Cartons -- Each carton to be labeled. Label to include:
- Processor's name and address (plant)
  - Item identity, meal type
  - Date of production
  - Quantity of individual units per carton
- e. Meals shall be delivered with appropriate non-food items: condiments, straws for milk, napkins, single service ware, etc. Sponsors shall insert the types of condiments that are necessary for the meals on Schedule C.
- f. Individual containers shall be delivered in cartons constructed to prevent damage to the containers inside. An equal number of containers must be in each carton, except one, which may have fewer to allow for the exact number of meals ordered.
- g. The sponsor may require that contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers said meal service (i.e. two hours for lunch, one hour for all other meal types).
- h. All cartons shall have, on file, the name of the supplier, the telephone number, and a product label specifying ingredients for any food product utilized for meals under this contract. The contractor shall be able to immediately supply this information to the sponsor, State agency, or health department for any meal served at any site listed on Schedule A.
- i. All components of a cold meal shall be unitized in a container before delivery to a site. Container and overlay shall be plastic, paper, non-toxic metallic or biodegradable material. Milk and/or juice may be enclosed in the unitized container.
- j. All components of a hot meal shall be unitized in one or two containers before delivery to site. If two containers are used, one will store the hot and one the cold portions of the meal. Container and overlay should be an air tight closure and shall be aluminized or non-toxic metallic or biodegradable nonflammable material. Milk may be enclosed in the cold portion container.
- k. Containers shall be of sufficient strength to prevent crushing of food and shall package the meals so that they are completely unexposed to the elements.

**K. Delivery**

1. Meals are to be delivered daily, unloaded, and placed in the designated location by the contractors' personnel at each site and serving time listed on Schedule A.

2. The contractor shall be responsible for delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with State or local health codes.
3. The sponsor reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A and make changes in the approved level for the maximum number of meals which may be served under the program at each site (established under Section 225.6(d)(2) of SFSP regulations). The sponsor shall notify contractor by providing an amendment to Schedule A of all sites which are approved, canceled or terminated subsequent to acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided within 24 hours or less and vendor must comply with changes.
4. The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for lunch and within one-half hour of the beginning of meal service for breakfast or supplement and in accordance with the serving time schedule (Schedule A). Where holding facilities have been approved by the State agency, contractor can deliver two meal types together according to the meal service time for early meals. Where emergency affects the ability of contractor to deliver meals separately or sponsor to utilize meals delivered separately, each situation is to be resolved by mutual agreement of contractor, sponsor, and State agency.
5. The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the sponsor at all sites before meals are served. Damaged or incomplete meals or inaccurate counts of meals reflected on delivery slips will not be included when the number of reimbursable meals is determined.
6. The contractor shall provide sponsor with a separate listing of sites to be serviced by each truck used for delivery one week prior to the first day of meal service.
7. Hot and cold portions of meals must be delivered at the same time.
8. Cold meals shall be delivered at the site at a maximum temperature of 41°F but shall not have a temperature of less than 32°F at scheduled time of meal service.
9. The vehicle and/or carton utilized to deliver cold meals shall have the capability of keeping the product below 41°F until time of site delivery.
10. Hot meals shall be delivered at the site at a temperature of at least 140°F but shall not exceed 160°F at scheduled time of meal service.
11. The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 140°F until time of site delivery.

**L. Food Preparation**

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. Any determination made by sponsor or State agency to the contrary will result in immediate disallowance of all meals assembled outside the allowable timeframe.

**M. Food Specifications**

1. All meals must meet the food specifications and quality standards as incorporated in the menu cycle (Schedule D). All meals must meet the meal pattern requirements.
2. All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.
3. Milk and milk products are defined as "... pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim, or cultured buttermilk which meet State and local standards for such milk . . . All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk." Milk delivered hereunder shall conform to these specifications.

**IV. GENERAL CONDITIONS**

**A. Supervision and Inspection of Facility**

1. 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.
2. The contractor hereby agrees to supervise at its place of business the preparation and assembly of meals and to conduct quality control inspections to check portions, size, and appearance of packaging as well as quality of product. Contractor recognizes right of representative of sponsor, Delaware Department of Education and/or representatives of the United States Department of Agriculture to inspect contractor's food service facilities at any time during contract period. Such inspection may proceed with or without notice to contractor.
3. The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

GC-9

**B. Recordkeeping**

1. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the site personnel and one for the sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the sponsor at each site will check adequacy of delivery and meals, after signing the delivery ticket. Damaged or incomplete meals or inaccurate counts of meals reflected on delivery slips will not be included when the number of reimbursable meals is determined. Invoices shall be accepted by the sponsor only if signed by the sponsor's designee at the site.
2. The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference to support payments and claims.
3. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the sponsor's final claim for reimbursement or until the final resolution of any audits for inspection and audit by representatives of the State agency, representative of the U.S. Department of Agriculture, the sponsor, and the U.S. General Accounting Office at any reasonable time and place.
4. Sponsor shall notify contractor by telephone or fax within 24 hours of notification of disallowed meals. Sponsor must put notification in writing by end of business Tuesday for preceding week. This requirement in no way impairs the independent duty of the State agency to disallow any portion of a claim for reimbursement or otherwise proceed in accordance with 7CFR 225.13.

**C. Method of Payment**

1. The contractor shall submit its itemized invoices to the sponsor weekly in compliance with Section 225.6(h)(2)(iv) of the SFSP regulations. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. The vendor shall calculate the number of meals delivered each week. Payment will be made at the unit price. Each payment period will be calculated and paid for independent of other periods. No payment shall be made unless the required delivery receipts have been signed by the site representative of the sponsor.
2. The contractor shall be paid by the sponsor for all meals delivered in accordance with this contract and SFSP regulations. However, neither the Department nor the State (Agency) assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

**D. Performance Bond Requirement**

For contracts over \$150,000, a performance bond equal to at least 10 percent, but not more than 25 percent of the value of the winning contract, must be obtained by the contractor. The performance bond must be from a company listed in the current United States Department of Treasury Circular 570 certified to do business in Delaware. The



contractor must furnish a copy of the bond to the sponsor within 10 days of the contractor's award.

**E. Insurance**

The successful bidder shall procure and maintain the following insurance.

1. Workers' Compensation in accordance with the laws of the State of Delaware.
2. Liability coverage for bodily injury, property damage and products liability, including bodily injury and property damage caused by automobiles, with limit of \$500,000 for injury or death of any one person and \$1,500,000 for injury or death of two or more persons in any one accident, \$100,000 property damage and \$200,000 products liability for any single occurrence.

Contractor shall furnish sponsor with such evidence of insurance as sponsor may reasonably require, including insurance covering contractor's contractual liability.

3. Contractor shall indemnify sponsor and State against loss or damage including attorney fees and costs of litigation caused by negligent acts of contractor or of contractor's agents or employees.
4. Contractor expressly agrees to defend any suit against sponsor for personal injury, sickness or disease arising out of consumption or use of products purchased from contractor (as well as suit for loss resulting from pilferage by contractor's employees). Sponsor shall promptly notify contractor and Delaware Department of Education in writing of any claims against either contractor or sponsor, and if suit has been filed, shall forward to contractor and State all papers received in connection thereof. Sponsor shall not incur expense or enter into settlement without contractor's consent, provided however, that if contractor shall refuse or fail to defend, sponsor may defend, adjust or settle any such claim, and the costs thereby incurred, including reasonable attorney fees, are to be charged to contractor.

**F. Availability of Funds**

The sponsor reserves the right to cancel this contract if the federal funding to support the SFSP is withdrawn. It is further understood that, in the event of cancellation of the contract, the sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

**G. Emergencies**

1. In the event of unforeseen emergency circumstances, the contractor shall immediately notify the sponsor by telephone or fax of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than two hours after specified meal time began (lunch) and one hour after specified meal service time began for breakfast and supplement.

2. Emergency circumstances at the site precluding utilization of meals are the concern of the sponsor. The sponsor may cancel orders provided the contractor is contacted by 7:00 a.m. on the day of delivery or in time to "hold" or "recall" delivery if mutually agreed upon between the parties to this contract.
3. Adjustments for emergency situations affecting the contractor's ability to deliver meals, or sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and sponsor.
4. In the event of contractor's default with respect to a particular delivery or in other cases of nonperformance or noncompliance, sponsor reserves right to secure meals from an alternate source. The Contractor shall be liable to sponsor for all costs incurred in securing such replacement meals.

#### **H. Termination**

1. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, 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 sponsor shall have the right, upon written notice, of the immediate termination of the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the sponsor. The sponsor shall process repurchase action on a competitive basis to arrive at a fair and reasonable price, if the food service management company was not required to be bonded in accordance with Section 225.15(g)(6) and 225.15(g)(7) of the regulations.
2. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employee of the sponsor with a view toward securing a 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 sponsor makes such findings shall be in issue and may be reviewed in any competent court.
3. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor 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 nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
4. The rights and remedies of the sponsor 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.
5. This contract is expressly made contingent upon adequate funding from Federal, State, and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have

the option to terminate this contract upon five days written notice to contractor. If contract is terminated in this manner, sponsor shall be released from liability for food ordered by contractor but shall remain liable for food prepared for delivery by contractor before notice is given. In contracts over \$100,000, this contract is further made contingent upon delivery by contractor to sponsor of a performance bond in the amount specified on page 1, to be furnished within ten (10) days of award of contract to ensure contractor's full and faithful performance of its obligations hereunder. Upon satisfactory performance of contractor's contractual obligations and at the expiration of the contract term, contractor shall be entitled to cancellation of performance bond.

6. Should contractor default in timely or adequate performance of any of its obligations hereunder, sponsor may, upon notice to contractor and State agency, utilize program payments to satisfy the debt or obligation owed sponsor by contractor.
7. Sponsor and contractor agree that sponsor may cancel contract with 12 hours notice to the contractor and with approval of the State agency for any one or more of the following documented reasons.
  - a. Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
  - b. Contractor fails to deliver any one meal type on any day without sufficient justification.
  - c. Ten percent (10%) of a sponsor's sites under this contract, over a one-week period, received meal delivery outside of the approved time.
  - d. Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).
  - e. Any part of this contract was assigned or subcontracted to another company for the preparation of the meals.
  - f. Meals are not in compliance with SFSP meal pattern.
8. Contractor may cancel this contract for the following documented reason:

An excess of five percent (5%) of the meals delivered under this contract, over a one-week period were disallowed by the State agency, and are attributed to sponsor's failure to meet its responsibilities under this contract or agreement with the State agency.
9. Sponsor and contractor verify right of State agency to cancel funding if sponsor and/or contractor fail to abide by regulations of this program.

## **I. Subcontracts and Assignments**

1. The contractor shall not subcontract for the total meal or for the assembly of the meal and shall not assign, without the advance written consent of the sponsor, this contract, or any interest herein.
2. In the event of any assignment, the contractor shall remain liable to the sponsor as principal for the performance of all obligations under this contract.
3. Contractors which prepare and assemble frozen meals designed to be served hot may, with the approval of the State agency, contract for the heating and delivery of prepackaged meals for hot service. The heating and delivery must be performed by the same contractor.

## **J. General Provisions**

**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 underworking 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.

**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).

**Mandatory standards and policies relating to energy efficiency** which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.6201).

**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 Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2CFR 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.” The Excluded Parties List System in SAM 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. [see [www.sam.gov](http://www.sam.gov)]

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** — Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **USDA Nondiscrimination Statement**

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

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

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

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

This institution is an equal opportunity provider.

Delaware Department of Education  
Nutrition Services Division  
Summer Food Service Program

Agreement Number: 01-06  
Vendor Number: No Vendor  
Wilmington Department of Youth & Families  
500 Wilmington Ave  
Kevin F. Kelley, Sr.  
(302) 576-3810, Ext. 3811

**Sponsor Schedule A – 2017 Summer Food Service Program Sites**

Fax: (302) 573-5675

[illegible]



Bethel Vida 506 E. 5th Street Neighborhood Networks Center Wilmington, DE 19801	Cory Wright (302) 482-8762 Open Recreation	2017	Urban	Lunch	X	X	X	X	X	X	6/24/2013	8/9/2013	Vended	12:00 PM	1:30 PM	12	25
				</													







Delaware College Preparatory School 510 West 28th Street Wilmington, DE 19802		Angela Dennis (302) 752-7424 Open School		2017	Urban	Breakfast		X	X	X	X	X	6/17/2013	7/12/2013	Vended	8:00 AM	9:30 AM	75	100		
						Lunch		X	X	X	X	X			Vended	12:00 PM	12:30 PM	75	100		
Site Name Site Address		Contact Name Phone Number Type of Site Primary Service		Eligibility Docs Due (Year)	Site Type	Meal		S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Denmark School 501 west 28th Street Inside Christ our King Church Wilmington, DE 19802		Tyon Wallace (215) 876-5609 Open School		2017	Urban	Breakfast		X	X	X	X	X	6/17/2013	6/15/2013	Vended	7:00 AM	7:30 AM	30	50		
						Lunch		X	X	X	X	X			Vended	12:00 PM	1:00 PM	30	50		
Site Name Site Address		Contact Name Phone Number Type of Site Primary Service		Eligibility Docs Due (Year)	Site Type	Meal		S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Dream Chaser's Camp 1500 Cedar Street Wilmington, DE 19805		Ty Perry (301) 523-4063 Open Recreation		2017	Urban	Breakfast		X	X	X	X	X	6/17/2013	7/11/2013	Vended	8:00 AM	8:30 AM	30	50		
						Lunch		X	X	X	X	X			Vended	12:00 PM	12:30 PM	30	50		
Site Name Site Address		Contact Name Phone Number Type of Site Primary Service		Eligibility Docs Due (Year)	Site Type	Meal		S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Early Foundations Child Development 2814 West 2nd Street Wilmington, DE 19805		Janet Fowler (302) 318-5572 Open Other		2017	Urban	Breakfast		X	X	X	X	X	6/17/2013	6/15/2013	Vended	6:30 AM	7:30 AM	44	65		
						Lunch		X	X	X	X	X			Vended	12:00 PM	1:00 PM	64	85		
Site Name Site Address		Contact Name Phone Number Type of Site Primary Service		Eligibility Docs Due (Year)	Site Type	Meal		S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Early Intervention Unit (FCT) 500 Wilmington Ave 3601 Jefferson Street ( Mobile Organization) Wilmington, DE 19801		Robert Beeman (302) 762-7156 Open Recreation		2017	Urban	Lunch		X	X	X	X	X	6/18/2013	6/14/2013	Vended	11:30 AM	12:30 PM	15	25		
Site Name Site Address		Contact Name Phone Number Type of Site Primary Service		Eligibility Docs Due (Year)	Site Type	Meal		S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP



Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	T	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Ebner Pediatrician Child Care Center 806 New Road Wilmington, DE 19805	Kathy Smith (302) 998-2070 Open Other	2017	Urban	Breakfast	X	X	X	X	X	X	X	8/17/2013	8/18/2013	Vended	7:30 AM	8:30 AM	65	75
				Lunch	X	X	X	X	X	X	X			Vended	11:00 AM	12:00 PM	65	75
Family Foundations 1 Fallon Avenue Wilmington, DE 19804	Jason Carpenter (302) 753-8859 Open School	2017	Urban	Breakfast	X	X	X	X	X	X	X	8/17/2013	8/18/2013	Vended	7:30 AM	8:00 AM	50	75
				Lunch	X	X	X	X	X	X	X			Vended	12:00 PM	12:30 PM	50	75
Father Tucker Park 5th & Lincoln Street Wilmington, DE 19801	Gina Della Domme (302) 593-5281 Open Other	2017	Urban	Breakfast	X	X	X	X	X	X	X	8/17/2013	8/18/2013	Vended	9:00 AM	9:30 AM	25	40
				Lunch	X	X	X	X	X	X	X		8/17/2013	Vended	12:00 PM	12:30 PM	25	40
Playnes Park 32nd & Lincoln Street Wilmington, DE 19802	Andrea McCarrie (302) 377-7590 Open Other	2017	Urban	Breakfast	X	X	X	X	X	X	X	8/17/2013	8/18/2013	Vended	9:00 AM	9:30 AM	10	25
				Lunch	X	X	X	X	X	X	X			Vended	12:00 PM	12:30 PM	25	50
Helen Chambers Park 501 N. Madison Street Wilmington, DE 19801	Talkeasha Howell (302) 571-4266 Open Other	2017	Urban	Breakfast	X	X	X	X	X	X	X	8/17/2013	8/18/2013	Vended	9:00 AM	9:30 AM	25	50
				Lunch	X	X	X	X	X	X	X		8/18/2013	Vended	12:00 PM	12:30 PM	25	50

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Highway Word of Faith 301 E. 7th Street Wilmington, DE 19801	L Jean Everett (302) 576-2572 Open Other	2017	Urban	Supper	X	X	X	X	X	X	X	8/5/2013	8/5/2013	Vended	6:00 PM	7:00 PM	50	60
Full Top Lutheran Neighborhood Center 1018 West 8th Street Wilmington, DE 19805	Dore Boger (302) 656-3224 Open School	2017	Urban	Breakfast	X	X	X	X	X	X	X	8/17/2013	8/18/2013	Vended	6:45 AM	7:30 AM	40	90
				Lunch	X	X	X	X	X	X	X			Vended	12:00 PM	1:00 PM	50	90
Judy Johnson Park 3rd & Dupont Sts Wilmington, DE 19805	Ten Williams (302) 740-6351 Open Other	2017	Urban	Breakfast	X	X	X	X	X	X	X	8/17/2013	8/18/2013	Vended	8:00 AM	9:30 AM	25	85
				Lunch	X	X	X	X	X	X	X		8/17/2013	Vended	12:00 PM	12:30 PM	40	85
Kids World Center 120 Main Drive Bear, DE 19701	Marquis Ellis (302) 544-4523 Open Recreation	2017	Urban	Breakfast	X	X	X	X	X	X	X	8/17/2013	8/18/2013	Vended	8:30 AM	9:30 AM	50	75
				Lunch	X	X	X	X	X	X	X		8/18/2013	Vended	11:30 AM	12:30 PM	60	75
Kids for Christ Camp 800 N. Market Street Wilmington, DE 19801	Adeana Coppeland (302) 654-3103 Open Recreation	2017	Urban	Breakfast	X	X	X	X	X	X	X	8/17/2013	8/18/2013	Vended	7:00 AM	8:00 AM	25	50
				Lunch	X	X	X	X	X	X	X			Vended	11:30 AM	12:00 PM	25	50

Kingswood Community Center 2300 Bowers St Wilmington, DE 19802		Donna Waddy-Phang (302) 764-9022 Open Recreation		2017	Urban														





Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Mt Zion Community Services 406 East 11th Street Wilmington, DE 19802	Ulysses Daniels (267) 770-2147 Open Recreation	2017	Urban	Lunch	X	X	X	X	X	X	X	6/17/2013	8/16/2013	Vended	11:30 AM	12:30 PM	30	50
Muslim Center of Wilmington 2102 Northeast Blvd Wilmington, DE 19802	Tellb Saliam (302) 571-0532 Open Recreation	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/24/2013	7/12/2013	Vended	9:00 AM	9:30 AM	25	35
Neighborhood House/Southbridge 1218 B Street Wilmington, DE 19801	Cynthia Williams (302) 652-3928 Open Recreation	2017	Urban	Lunch	X	X	X	X	X	X	X	12/15 PM		Vended	12:30 PM		25	35
New Competition Town House Apartment Camp 831 A Towne Court Wilmington, DE 19801	Tonze Marzium (302) 571-0217 Open Recreation	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/17/2013	8/16/2013	Vended	7:00 AM	7:30 AM	35	50
New Hope Vacation Bible School 1230 N. Heald St Wilmington, DE 19802	Mary Hayman (302) 571-1615 Open Other	2017	Urban	Supper	X	X	X	X	X	X	X	7/22/2013	7/24/2013	Vended	5:00 PM	5:45 PM	20	45



Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Police Athletic League Evening 3707 North Market Street Wilmington, DE 19802	Ayca Dier (302) 764-6170 Open Recreation	2017	Urban	Supper	X	X	X	X	X	X	X	6/17/2013	8/16/2013	Vended	5:00 PM	5:30 PM	35	75
Police Athletic League of Wilmington 3707 North Market Street Wilmington, DE 19802	Deirda Golden (302) 764-6170 Open Recreation	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/17/2013	8/17/2013	Vended	7:00 AM	8:00 AM	65	75
				Lunch	X	X	X	X	X	X	X		8/16/2013	Vended	11:30 AM	12:00 PM	80	100
Police Athletic League of Wilmington 3707 North Market Street Wilmington, DE 19802	Renae Massado (302) 442-2584 Open Other	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/15/2013	8/16/2013	Vended	8:30 AM	9:30 AM	28	40
				Lunch	X	X	X	X	X	X	X			Vended	12:00 PM	1:30 PM	28	40
Presbyterian Church of the Covenant 503 Duncan Road Wilmington, DE 19809	Elaine Murphy (302) 824-8880 Open Other	2017	Urban	Supper	X	X	X	X	X	X	X	7/28/2013	8/1/2013	Vended	5:00 PM	6:45 PM	75	100
Project Chandra 801 West 18th Street Warner Middle school Wilmington, DE 19802	Virginia Lacy (302) 651-2613 Open School	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/19/2013	8/9/2013	Vended	7:30 AM	8:00 AM	50	70
				Lunch	X	X	X	X	X	X	X		8/16/2013	Vended	12:00 PM	12:30 PM	50	70
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP

Repainer of the Beach 501 East 9th Street Wilmington, DE 19801	Karen Johnson (302) 507-0776 Open Recreation	2017	Urban	Lunch	X	X	X	X	X	8/17/2013	8/18/2013	Vended	12:15 PM	12:45 PM	30	50
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	T	F	S	Meal Type	Start Time	End Time	ADP	CAP
River Commons 200 N. Poplar Street Wilmington, DE 19801	Vernis Johnson (302) 654-2186 Open Recreation	2017	Urban	Lunch	X	X	X	X	X	8/17/2013	8/18/2013	Vended	11:30 AM	12:00 PM	40	50
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	T	F	S	Meal Type	Start Time	End Time	ADP	CAP
Salvation Army Citadel 4th and Shipley Street Wilmington, DE 19801	Felicia Flores (862) 485-0788 Open Recreation	2017	Urban	Breakfast	X	X	X	X	X	8/17/2013	8/18/2013	Vended	7:30 AM	8:30 AM	20	35
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Lunch	X	X	X	X	X			Vended	11:30 AM	11:30 AM	20	35
Salvation Army Day Camp Summa Day Camp 400 North Orange Street Wilmington, DE 19801	Kathleen Gill (302) 472-0711 Open Recreation	2017	Urban	Breakfast	X	X	X	X	X	8/17/2013	8/18/2013	Vended	7:30 AM	9:00 AM	50	60
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Lunch	X	X	X	X	X			Vended	12:00 PM	12:30 PM	50	60
Salvation Army-Community Center Recreation Program 400 N. Orange Street Wilmington, DE 19801	Lee Robinson (302) 472-0713 Open Recreation	2017	Urban	Supper	X	X	X	X	X	8/17/2013	8/18/2013	Vended	5:00 PM	6:30 PM	30	50
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	T	F	S	Meal Type	Start Time	End Time	ADP	CAP
Shabak's Summer Enrichment Program 302 West Mason Run Parkway Wilmington, DE 19802	Anthony Davis (302) 383-1877 Open Recreation	2017	Urban	Breakfast	X	X	X	X	X	8/17/2013	8/18/2013	Vended	8:00 AM	8:30 AM	30	50
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Lunch	X	X	X	X	X			Vended	12:00 PM	12:30 PM	30	50

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	N	T	V	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Speakman Park 30th and Market Streets Intersection of Market and Speakman Streets Wilmington, DE 19802	Shaakira Barker (678) 510-6018 Open Other	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/17/2013	8/16/2013	Vended	9:00 AM	9:30 AM	15	30
				Lunch	X	X	X	X	X	X	X			Vended	12:00 PM	1:30 PM	25	75
St Anthony's Summer Day Camp 1703 W 10th Street Wilmington, DE 19805	Lauren Rizzo (302) 354-4421 Open Recreation	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/17/2013	8/16/2013	Vended	8:00 AM	8:45 AM	50	75
				Lunch	X	X	X	X	X	X	X			Vended	12:00 PM	1:30 PM	50	75
Summit Dunleith Park Anderson and Bethune Drives in the Development of Dunleith Wilmington, DE 19801	Nakeasha Howell (302) 415-1970 Open Other	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/17/2013	8/16/2013	Vended	8:00 AM	9:30 AM	15	30
				Lunch	X	X	X	X	X	X	X			Vended	12:00 PM	1:30 PM	25	70
Tamall Park 24th and Tamall Streets Wilmington, DE 19802	Oliver Smith, III (302) 257-0805 Open Other	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/17/2013	8/16/2013	Vended	8:00 AM	9:30 AM	15	35
				Lunch	X	X	X	X	X	X	X			Vended	12:00 PM	1:30 PM	25	35
The Learning Laboratory 2200 Baynard Blvd Wilmington, DE 19802	Daria Alexander (302) 588-6126 Open School	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/19/2013	8/16/2013	Vended	7:00 AM	8:00 AM	50	65
				Lunch	X	X	X	X	X	X	X			Vended	11:00 AM	12:30 PM	50	65

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Thomas A. Edison Charter School 2200 North Locust Street Wilmington, DE 19802	Antonio Robinson (302) 778-1101 Open School	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/24/2013	7/19/2013	Vended	7:30 AM	8:00 AM	100	220
				Lunch	X	X	X	X	X	X	X			Vended	12:00 PM	1:00 PM	100	220
				Meal	X	X	X	X	X	X	X	6/17/2013	8/16/2013	Vended	7:30 AM	8:00 AM	13	25
				Breakfast	X	X	X	X	X	X	X			Vended				
				Lunch	X	X	X	X	X	X	X			Vended	12:00 PM	1:00 PM	13	25
				Meal	X	X	X	X	X	X	X	6/17/2013	8/16/2013	Vended	9:15 AM	9:30 AM	10	25
				Breakfast	X	X	X	X	X	X	X			Vended				
				Lunch	X	X	X	X	X	X	X		8/17/2013	Vended	12:15 PM	12:45 PM	20	45
				Meal	X	X	X	X	X	X	X	5/24/2013	8/16/2013	Vended	7:00 AM	8:30 AM	21	50
				Breakfast	X	X	X	X	X	X	X			Vended				
				Lunch	X	X	X	X	X	X	X			Vended	11:30 AM	12:00 PM	21	50
				Meal	X	X	X	X	X	X	X	6/24/2013	8/22/2013	Vended	9:00 AM	9:30 AM	50	75
				Breakfast	X	X	X	X	X	X	X			Vended				
				Lunch	X	X	X	X	X	X	X			Vended	12:00 PM	12:30 PM	50	75

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Urban Promise - Camp Freedom 2401 Thatcher Street Wilmington, DE 19802	Kristin Walker (501) 749-2100 Open	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/24/2013	8/2/2013	Vended	8:30 AM	9:30 AM	68	90
	Other			Lunch	X	X	X	X	X	X	X	X			Vended	12:30 PM	1:30 PM	68
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Urban Promise /Camp Hope Mt. Joy Church 455 Townsend Street Wilmington, DE 19801	Emily Kennedy (516) 873-2038 Open	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/24/2013	8/2/2013	Vended	8:45 AM	9:30 AM	55	75
	Other			Lunch	X	X	X	X	X	X	X	X			Vended	11:45 AM	12:30 PM	55
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Urban Promise/Camp Haven Westminster Church 1506 West 3rd Street Wilmington, DE 19806	Vanessa Church (302) 981-7900 Open	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/24/2013	8/2/2013	Vended	8:15 AM	9:30 AM	70	80
	Other			Lunch	X	X	X	X	X	X	X	X			Vended	12:00 PM	1:00 PM	70
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Urban Promise/Camp Harmony 719 N. Shipley Street Wilmington, DE 19801	Salma Watson (785) 324-9024 Open	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/24/2013	8/2/2013	Vended	8:00 AM	9:45 AM	55	75
	Other			Lunch	X	X	X	X	X	X	X	X			Vended	12:00 PM	12:45 PM	55
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Urban Promise/Camp Victory St. Joe's Church 1012 French Street Wilmington, DE 19801	Bethany Voldenholme (703) 314-4452 Open	2017	Urban	Breakfast	X	X	X	X	X	X	X	6/24/2013	8/2/2013	Vended	8:45 AM	9:30 AM	60	80
	Other			Lunch	X	X	X	X	X	X	X	X			Vended	12:15 PM	1:00 PM	60

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	T	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Village Garden Park 41 E. 22nd Street Wilmington, DE 19802	Sandra Ben (302) 530-8881 Open Other	2017	Urban	Breakfast	X	X	X	X	X	X	X	8/5/2013	8/16/2013	Vended	8:30 AM	9:00 AM	25	40
				Lunch	X	X	X	X	X	X	X			Vended	12:00 PM	1:00 PM	25	40
				Meal	S	M	T	W	T	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Village of Eastlake 2212 Thatcher Street Wilmington, DE 19802	Chelise Harris (302) 764-0215 Open Recreation	2017	Urban	Breakfast	X	X	X	X	X	X	X	8/17/2013	8/16/2013	Vended	8:45 AM	9:30 AM	15	30
				Lunch	X	X	X	X	X	X	X			Vended	12:00 PM	12:45 PM	15	30
				Meal	S	M	T	W	T	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
West End Neighborhood House 710 North Lincoln Street Wilmington, DE 19805	Leroy Ames, Jr. (302) 658-4171 Open Recreation	2017	Urban	Breakfast	X	X	X	X	X	X	X	8/17/2013	8/16/2013	Vended	7:45 AM	8:30 AM	110	125
				Lunch	X	X	X	X	X	X	X			Vended	11:45 AM	12:30 PM	110	125
				Meal	S	M	T	W	T	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
William Hicks Anderson Community Center 501 N. Madison Street Wilmington, DE 19801	Estelle Moody (302) 571-4266 Open Recreation	2017	Urban	Breakfast	X	X	X	X	X	X	X	8/24/2013	8/16/2013	Vended	7:15 AM	8:45 AM	80	100
				Lunch	X	X	X	X	X	X	X	8/17/2013		Vended	11:45 AM	12:30 PM	80	100
				Meal	S	M	T	W	T	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP
Wilmington's Summer Youth Training Program 500 Wilmington Ave Wilmington, DE 19801	Nichole Tomence (302) 576-3847 Open Other	2017	Urban	Breakfast	X	X	X	X	X	X	X	8/19/2013	6/20/2013	Vended	8:30 AM	9:00 AM	40	60
				Lunch	X	X	X	X	X	X	X			Vended	12:30 PM	1:00 PM	40	60





## Schedule B

### U.S. DEPARTMENT OF AGRICULTURE REQUIRED MEAL PATTERNS

Attachment 3

#### Summer Food Service Program Meal Pattern for Children

##### SELECT THE APPROPRIATE COMPONENTS FOR A REIMBURSABLE MEAL

FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST Serve all three	LUNCH OR SUPPER Serve all four	SNACK Serve two of the four
<b>Milk</b>	<b>Required</b>	<b>Required</b>	
Fluid milk (whole, low-fat, or fat-free)	1 cup <sup>1</sup> (½ pint, 8 fluid ounces) <sup>2</sup>	1 cup (½ pint, 8 fluid ounces) <sup>3</sup>	1 cup (½ pint, 8 fluid ounces) <sup>2</sup>
<b>Vegetables and Fruits</b> <i>Equivalent quantity of any combination of...</i>	<b>Required</b>	<b>Required</b>	
Vegetable or fruit or	½ cup	½ cup total <sup>4</sup>	½ cup
Full-strength vegetable or fruit juice <sup>5</sup>	½ cup (4 fluid ounces)	½ cup <sup>4</sup>	½ cup (6 fluid ounces) <sup>6</sup>
<b>Grains/Breads<sup>7</sup></b> <i>Equivalent quantity of any combination of...</i>	<b>Required</b>	<b>Required</b>	
Bread or	1 slice	1 slice	1 slice
Combread, biscuits, rolls, muffins, etc. or	1 serving	1 serving	1 serving
Cold dry cereal or	½ cup or 1 ounce <sup>8</sup>		½ cup or 1 ounce <sup>8</sup>
Cooked cereal or cereal grains or	½ cup	½ cup	½ cup
Cooked pasta or noodle products	½ cup	½ cup	½ cup
<b>Meat and Meat Alternates</b> <i>Equivalent quantity of any combination of...</i>	<b>Optional</b>	<b>Required</b>	
Lean meat or poultry or fish or	1 ounce	2 ounces	1 ounce
Alternate protein products <sup>9</sup> or	1 ounce	2 ounces	1 ounce
Cheese or	1 ounce	2 ounces	1 ounce
Egg (large) or	½	1	½
Cooked dry beans or peas or	½ cup	½ cup	½ cup
Peanut or other nut or seed butters or	2 tablespoons	4 tablespoons	2 tablespoons
Nuts or seeds <sup>10</sup> or		1 ounce=50% <sup>10</sup>	1 ounce
Yogurt <sup>11</sup>	4 ounces or ½ cup	8 ounces or 1 cup	4 ounce or ½ cup

Meal Pattern Chart from SFSP Administrative Guidance 2016

#### Endnotes from Meal Pattern Requirements Chart:

##### ENDNOTES

- <sup>1</sup> For the purposes of the requirement outlined in this table, a cup means a standard measuring cup.
- <sup>2</sup> Served as a beverage or on cereal or used in part for each purpose.
- <sup>3</sup> Served as a beverage.
- <sup>4</sup> Serve two or more kinds of vegetable or fruits or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- <sup>5</sup> Juice may not be served when milk is served as the only other component.
- <sup>6</sup> Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) shall be whole-grain or enriched. Combread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal shall be whole-grain, enriched or fortified. Serving sizes and equivalents will be in guidance materials to be distributed by FNS to State agencies.
- <sup>7</sup> Either volume (cup) or weight (ounces), whichever is less.
- <sup>8</sup> Must meet the requirements of 7 CFR 225 Appendix A.
- <sup>9</sup> Tree nuts and seeds that may be used as meat alternate are listed in Program guidance.
- <sup>10</sup> No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purposes of determining combinations, one ounce of nuts or seeds is equal to one ounce of cooked lean meat, poultry or fish.
- <sup>11</sup> Plain or flavored, unsweetened or sweetened.

Endnotes from SFSP Administrative Guidance 2016

Approved by \_\_\_\_\_

**SUMMER FOOD SERVICE PROGRAM  
SCHEDULE C  
FIVE DAY MENU PLANNER**

Date \_\_\_\_\_

Sponsor \_\_\_\_\_

Agreement # \_\_\_\_\_

Telephone \_\_\_\_\_

WK. 1	2	3	DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
REQUIRED COMPONENTS			Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
<b>BREAKFAST:</b>												
1.	Juice or Fruit or Vegetable											
2.	Bread or Alternate											
3.	Milk											
<b>AM SELECT 2:</b>												
1.	Milk											
2.	Juice or Fruit or Vegetable											
3.	Bread or Alternate											
4.	Meat or Alternate											
<b>LUNCH:</b>												
1.	Meat or Alternate											
2.	Juice or Fruit or Vegetable											
3.	Fruit or Vegetable											
4.	Bread or Alternate											
5.	Milk											
<b>PM SELECT 2:</b>												
1.	Milk											
2.	Juice or Fruit or Vegetable											
3.	Bread or Alternate											
4.	Meat or Alternate											
<b>DINNER:</b>												
1.	Meat or Alternate											
2.	Juice or Fruit or Vegetable											
3.	Fruit or Vegetable											
4.	Bread or Alternate											
5.	Milk											

\* PLEASE REFER TO SCHEDULE B OF THE AGREEMENT FOR PORTION REQUIREMENT\*

PORTION SIZE MUST BE INDICATED ON FORM FOR EACH MEAL TYPE

## SCHEDULE C

### WILMINGTON DEPARTMENT OF PARKS AND RECREATION SUMMER BREAKFAST PROGRAM

#### BREAKFAST MENU

DAY 1	FRESH FRUIT HONEY NUT CHEERIOS (1 cup) APPLE JUICE WHITE MILK 1%
DAY 2	FRUIT JUICE BLUEBERRY MUFFIN FRUIT CUP WHITE MILK 1%
DAY 3	PEAR CUP (1/2 cup) CINNAMON BAGEL CREAM CHEESE PINEAPPLE JUICE (1/2 cup) WHITE MILK 1%
DAY 4	STRAWBERRY YOGURT BANANA MUFFIN FRESH PLUM ORANGE JUICE MILK 1%
DAY 5	APPLESAUCE (½ cup) WHOLE GRAIN/CINNAMON ROLL GRAPE JUICE (1/2 cup) WHITE MILK 1%
DAY 6	FRESH FRUIT CRISPY WHEAT & RAISINS ORANGE JUICE (1/2 cup) WHITE MILK 1%
DAY 7	FRESH FRUIT GOLDEN GRAHAM CEREAL (1 cup) APPLE JUICE (½ cup) MILK 1%
DAY 8	BAGEL WITH JELLY ORANGE JUICE MILK 1%
DAY 9	FRESH FRUIT FRUIT LOOPS (1 cup) APPLE JUICE (1/2 cup) WHITE MILK 1%

**BREAKFAST MENU**  
(continued)

DAY 10	DONUT GRAPE JUICE MILK 1%
DAY 11	STRAWBERRY BREAKFAST BAR ORANGE JUICE (1/2 cup) MILK 1%
DAY 12	FRESH FRUIT FRUIT YOGURT GRAHAM CRACKERS APPLE JUICE (1/2 cup) WHITE MILK 1%
DAY 13	FRESH FRUIT FROSTED FLAKES (1 cup) GRAPE JUICE (1/2 cup) WHITE MILK 1%
DAY 14	APPLESAUCE (1/2 cup) MINI WHEATS LITTLE BITES (1 cup) ORANGE JUICE (1/2 cup) WHITE MILK 1%
DAY 15	FRESH FRUIT CINNAMON ROLL/WHOLE GRAIN FRUIT JUICE (1/2 cup) WHITE MILK 1%

**WILMINGTON DEPARTMENT OF PARKS AND RECREATION  
SUMMER LUNCH PROGRAM**

**LUNCH MENU**

DAY 1	TURKEY HAM & AMERICAN CHEESE HAMBURGER ROLL MUSTARD APPLE SAUCE ORANGE JUICE GRAHAM CRACKERS L/F CHOCOLATE MILK
DAY 2	BEEF BOLOGNA & AMERICAN CHEESE WHITE BREAD PEACH CUP APPLE JUICE MUSTARD WHITE MILK 1% OR FAT FREE
DAY 3	SLICED TURKEY KAISER ROLL MIXED FRUIT CUP GRAPE JUICE MAYONNAISE CHOCOLATE CHIP COOKIE WHITE MILK 1%
DAY 4	SLICED CHICKEN - WITH LETTUCE AND TOMATO - ON BUN MAYONNAISE PINEAPPLE TIDBITS MILK 1%
DAY 5	LETTUCE & TOMATO WITH SLICED/STRIPS OF CHICKEN FRENCH DRESSING CRACKERS APPLE MUFFIN PINEAPPLE JUICE WHITE MILK 1%
DAY 6	SWISS CHEESE & TURKEY BREAST WHEAT BREAD PEACH CUP APPLE JUICE MAYONNAISE OATMEAL COOKIE L/F CHOCOLATE MILK

**LUNCH MENU**  
(continued)

DAY 7	CHICKEN SALAD WHEAT BUN PEACH CUP APPLE JUICE MAYONNAISE MILK 1%
DAY 8	PEANUT BUTTER AND JELLY SWIRL WHOLE GRAIN CRACKERS CINNAMON APPLESAUCE RAISINS MILK 1%
DAY 9	BEEF BOLOGNA & AMERICAN CHEESE WHITE BREAD MUSTARD PINEAPPLE TIDBITS APPLE JUICE POTATO CHIPS WHITE MILK 1%
DAY 10	SLICED CHICKEN KAISER ROLL MAYONNAISE GRAPE JUICE APPLESAUCE CUP L/F CHOCOLATE MILK
DAY 11	AMERICAN CHEESE & TURKEY BREAST KAISER ROLL MAYONNAISE PEACH CUP APPLE JUICE FRUIT ROLL-UP WHITE MILK 1%
DAY 12	TUNA, TOMATO, & LETTUCE WITH MUSTARD & MAYO PACKETS WAFERS JELL-O WITH MIXED FRUIT POTATO CHIPS PINEAPPLE JUICE WHITE MILK 1%

**LUNCH MENU**  
(continued)

DAY 13	BEEF BOLOGNA & AMERICAN CHEESE WHEAT BREAD MUSTARD PINEAPPLE CUP OATMEAL RAISIN COOKIE FRUIT JUICE WHITE MILK 1%
DAY 14	SWISS CHEESE & TURKEY HAM STEAK ROLL MUSTARD LETTUCE & TOMATO CUP MIXED FRUIT CUP GRAPE JUICE L/F CHOCOLATE MILK
DAY 15	BEEF BOLOGNA & AMERICAN CHEESE HAMBURGER ROLL PEAR CUP FRUIT JUICE MUSTARD CHOCOLATE CHIP COOKIE WHITE MILK 1%



**WILMINGTON DEPARTMENT OF PARKS AND RECREATION  
SUMMER FOOD PROGRAM**

**SNACK MENU**

DAY 1	SNICKERDOODLE COOKIE 1% WHITE MILK
DAY 2	PRETZELS GRAPE JUICE
DAY 3	CHERRY BREAKFAST BAR 1% MILK
DAY 4	VANILLA YOGURT ORANGE JUICE
DAY 5	TORTILLO ROUNDS APPLE JUICE
DAY 6	STRING CHEESE ORANGE JUICE
DAY 7	CHOCOLATE CHIP COOKIE 1% MILK
DAY 8	MULTIGRAIN SUN CHIPS GRAPE JUICE
DAY 9	APPLE SLICES (3/4 CUP) 1% MILK
DAY 10	CHEDDAR GOLDFISH CRACKERS BLENDED FRUIT JUICE
DAY 11	OATMEAL COOKIE 1% WHITE MILK
DAY 12	CHEDDAR SUN CHIPS ORANGE JUICE
DAY 13	SLICED PEARS (3/4 CUP) LF CHOCOLATE MILK
DAY 14	ANIMAL CRACKERS APPLE JUICE
DAY 15	BABY CARROTS WITH RANCH DRESSING 1% MILK

# Delaware Department of Education

## Schedule D: FOOD PRODUCT SPECIFICATIONS

Attached are food product quality specifications and food packaging and delivery specifications which are to be used in conjunction with menus prepared for vended programs participating in the Child Nutrition Programs.

Product information is presented by "meal component" category. A publication available as a resource from FNS/USDA is Program Aid No. 1331, "Food Buying Guide for Child Nutrition Programs" which gives average yield information on over 600 food items. Copies of this document may be obtained upon request through the state agency.

Where applicable, reference is also made to either USDA, F.D.A. Standards of Identity. All meat and poultry products used must be produced in plants with USDA Meat and Poultry Inspection Service.

Reference is made to "brand names" of known quality for some foods. Products of equal quality may be used in place of these brand names.

Fresh fruits are indicated for almost every meal. All fruit should be of proper ripeness for eating and free of excess bruises. Fruit must not be overripe. Seasonal availability may require some substitutions for indicated fresh fruit.

### **BREAD/BREAD ALTERNATE AND CEREAL SPECIFICATIONS**

All bread/bread alternates are listed for one (1) serving size.

**Rice Flake Cereal** (ready to eat) - Unsweetened, individual boxes,  $\frac{3}{4}$  cup each or 1 ounce, whichever is less. Made of whole-grain or enriched or fortified cereal. Can only be served for breakfast or snack.

**English Muffin** - Made of whole-grain or enriched flour or meal. Weigh at least 25 grams or 0.9 ounces, and contains approximately 35 percent moisture OR 50 grams for 1 serving, 1.8 oz for 1 whole muffin for 2 servings.

**Whole Wheat Bread** - Ingredients - enriched flour (both whole wheat and white in varying amounts), shortening, sugar, yeast, salt and water plus optional ingredients. "Enriched Bread" as labeled must contain thiamin, riboflavin, niacin, iron and folic acid. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE in the Code of Federal Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

**Cornflakes** - Individual boxes,  $\frac{3}{4}$  cup each or 1 ounce, whichever is less. Made from cooked paste or pearled hominy, malt, sugar, and other seasonings. Select unsweetened cereal, made from whole-grain or enriched cereal. Can only be served for breakfast or snack.

**Rye Bread** - 1 slice - whole-grain or enriched bread. Each slice weighs at least 25 grams or 0.9 ounces, and contains approximately 35 percent moisture.

**Cinnamon Roll** - Made of whole-grain or enriched flour or meal. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE, as indicated in the Code of Federal Regulations, Title 21, Part 17. Unfrosted weigh at least 50 grams or 1.8 ounces, frosted weigh 63 grams or 2.2 ounces, and contain approximately 35 percent moisture.

**Bagel** - Made of whole-grain or enriched flour. Weigh at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture for ½ bagel OR 50 grams, 108 ounces for a whole bagel.

**Oat Flake Cereal** (ready to eat) - Unsweetened, individual boxes, ¾ cup each or 1 ounce, whichever is less. Made of whole-grain or enriched or fortified cereal. Can only be served for breakfast or snack.

**Biscuit** - Enriched all-purpose flour must contain thiamin, riboflavin, niacin, folic acid and iron. Weigh at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

**White Bread** (enriched) 1 slice - Made of flour, shortening, sugar, yeast, salt and folic acid. Contain 62 percent total solids. "Enriched bread" must contain thiamin, riboflavin, niacin and iron. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE, Code of Federal Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

**Blueberry Muffin** - Made of whole-grain or enriched flour or meal. Weigh at least 50 grams or 1.8 ounces (without blueberries) and contains approximately 35 percent moisture. This applies to all muffins except for corn muffins.

**Raisin Bread** - Optional ingredients may be added. Sweet dough containing eggs and higher quantities of sugar and fat than regular dough, may be used to make raisin buns. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, Code of Federal Regulations, Title 21, Part 17. Weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

**Peanut Butter Cookie\*** - (Plain cookie) Minimum of 31 grams (1.1 ounces) or cookies with nuts, raisins, chocolate pieces, and/or fruit puree 63 gm or 2.2 ounces. Predominant ingredient must be whole-grain or enriched meal or flour. Provide the nutrient content equivalent to iron, thiamin, riboflavin, and niacin present in a 25 grams serving of enriched white bread.

**Hamburger Buns** (Sesame Seed Buns) Bun - Rolls are made from the specific yeast dough of the breads described on page 31. Optional ingredients may be added. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in the Federal Code of Regulations, Title 21, Part 17. ½ roll should weigh 25 grams or 0.9 ounces containing approximately 35 percent moisture and 1 roll should weigh 50 gm or 1.8 ounces.

**Hard Rolls and Dinner Rolls (Soft) Roll** - Must be made of whole-grain or enriched flour or meal. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in Code of Federal Regulations, Title 21, Part 17. Should have a minimum weight of 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

**Dessert Cookies\*** - (This refers only to the cookies included on the Lunch/Supper Menus) Minimum serving of 14 grams or ½ ounce. Must be made from enriched or whole-grain flour or meal or cereals. Cookies (plain) minimum serving of 31 grams or 1.1 ounce. Cookies (with nuts, raisins, chocolate pieces and/or fruit puree) minimum serving of 63 grams or 2.2 ounces

**\*Note:** You cannot serve cookies as a bread alternate at breakfast, lunch, or supper. You may serve cookies as a bread alternate in the snack if the primary ingredient is a whole-grain enriched flour or meal and the minimum weight of a serving of cookies (plain) is 31 grams or 1.1 ounces. Cookies (with nuts, raisins, chocolate pieces and/or fruit puree) minimum serving of 63 grams or 2.2 ounces. USDA recommends that cookies as a bread be served as part of a snack no more than twice a week. Delaware recommends that cookies as a bread be served as part of snack no more than once in two weeks.

#### FRUIT/VEGETABLE SPECIFICATIONS

**Orange Juice** - 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrate) sweetened or unsweetened U.S. Grade A.

Orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation. Juice should be practically free of defects, show no coagulation, having no noticeable seed particles, and have a normal flavor.

**Celery Sticks** - 3 sticks/each 4 inches long and ½ inch wide to equal ¼ cup serving. Bright, medium to light color. Fresh, firm, crisp branches. Free from noticeable blemishes or decay.

**Carrot Sticks** - 3 sticks/each 4 inches long X ½ inch wide to equal a ¼ cup serving.

Select medium to small size roots which are well-shaped, smooth, and solid and have good orange color. Carrots with considerable green color at the top require extra trimming. U.S. #1 carrots with 1-1/8 inch medium diameter.

**Pineapple Juice** - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) sweetened or unsweetened U.S. Grade A.

Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects. Juice should have a distinct flavor and no coagulation of pulp.

**Nectarine** - 2 ¼ inches to diameter, size 88-96. One nectarine equals ½ cup serving (medium).

Rich color and plumpness. Firm with slight softening along the seam. Orange-yellow color between the red areas.

**Apple Juice** - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) Clarified U.S. Grade A Fancy.

Bright, typical color. Free from apple pulp, seeds or other sediments.

**Orange** - One orange equals ½ cup serving (medium), 138 count.

Heavy, firm, well-colored, well-formed fruit with fine textured skins.

**Orange-Grapefruit Juice** - 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A.

Should have a good flavor and odor, bright, good color. Should not contain excessive amounts of pulp, seed particles or peel.

**Apricots** - Two medium apricots, approximately 1 3/8 inch diameter, each, equal 1/2 cup serving.

Select apricots having a bright, plump and juicy appearance with a uniform golden-orange color. Ripe apricots will yield to gentle pressure.

**Raisins** - Seedless, U.S. Grade A, small. Bulk 2-2/3 ounces = 1/2 cup, individual packages, 1.3 - 1.5 ounces = 1/4 cup fruit.

Similar varietal characteristics, good typical color, good flavor and development.

**Tomato Slices** - Large or extra large, 2 1/2 - 2 3/4 inch diameter. Slice in 1/4 inch slices. Two slices = 1/4 cup.

**Tomato Wedges** - 5 X 6 size. 1/4 tomato = 1/4 cup.

Well-shaped, smooth, firm tomatoes, free from cracks, green or yellow sun-burned areas, blemishes and decay. Full red color and slight softening for immediate use.

**Lettuce, Head** - One piece = 1/4 cup.

**Lettuce, Leaf** - One large leaf, untrimmed = 1/4 cup. 1 pound AP equals 0.66 pounds ready to serve raw lettuce.

Green color, fairly firm. Fresh outer leaves free from insects and noticeable discoloration or decay.

**Orange-Pineapple Juice** - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates). Sweetened or unsweetened U.S. Grade A.

Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects and orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation.

**Pickle** - Large size - 4 to 4-3/4 inches long. 1/2 pickle = 1/4 cup. Top quality cucumber pickles should be uniform in shape, almost cylindrical, with well-rounded ends, smooth and uniform color, and few defects that are obvious or objectionable.

**Banana, petite** - One banana, 150 count petite whole, equals. 3/8 cup fruit.

Plump, firm bright colored fruit. Free from scars and bruises. For immediate use select solid yellow colored fruit, lightly flecked with brown.

**Purple Plum** - One whole raw plum equals ½ cup fruit. Plums fresh purple, red or black size 45 and 50, 2 inch in diameter.

Well formed fruit. Good color. Fairly firm to slightly soft state of ripeness. Fresh, bright appearance.

**Tomato Juice** - 100 percent juice, pasteurized, fresh, canned or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A.

Tomato juice should have a color typical of well-ripened red tomatoes which have been properly prepared and processed. Juice should be practically free from defects, possess a good flavor, and have a fairly good consistency.

**Peach** - 2-1/8 inches diameter, small, size 88 and 84. One peach equals 3/8 cup (medium). One size 80 peach equals ½ cup fruit.

Select fruits with plenty of red blush and free from signs of decay. They should be firm, not hard, and the skin between the red areas should have a yellowish cast rather than distinctly green.

**Pear** - 2-1/4 to 2-3/8 inches diameter (150 count). One pear equals ½ cup serving (medium).

Select well-formed, smooth fruits free from scars and skin punctures. Firm fruit will ripen on standing.

**Apple** - 2-1/2 inches diameter. One apple equals ½ cup (medium).

Select firm, crisp, well-colored apples. Flavor varies in apple and depends on the stage of maturity at time of picking. Immature apples lack color and are usually poor in flavor.

**Tangerine** - 2-3/8 inches in diameter. One tangerine equals 3/8 cup (medium, 120 count).

Select fresh bright fruits, generally well-colored, well-shaped, fairly firm moderately heavy, and free from decay. Those with dull, dried skins or which are puffy and light in weight may have shrunk and dried flesh.

**Grapes** - Seedless, 14 grapes equals ½ cup, with seeds 12 grapes = ½ cup.

Plump, firm, well-colored, fresh looking, firmly attached to stem. Green fruit. Stems green and pliable.

**Grape Juice** - 100 percent juice, concord sweetened or unsweetened, U.S. Grade A.

Juice should have a bright purple or reddish color, be free of pulp, skins, and tartrate crystals. It should have a distinct flavor.

**Watermelon** - Approximately 27 lbs. each. 1/64 wedge = ½ cup.

<b>MEAT/MEAT ALTERNATE SPECIFICATIONS</b>
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1. **Meat Alternates**

**Eggs** - Hard Boiled - Prepared from eggs, fresh, large shell. U.S. Grade A - Large. Uniform in size, clean, sound shell, free from foreign odors or flavors. Packed in Standard commercial shipping containers with good used packing materials.

**American Cheese** - Pasteurized, Processed Cheese - Processed cheese is a melted pasteurized blend of cheese and emulsifiers with or without added optional ingredients. Product must be USDA inspected processed cheese from a USDA approved plant. Product must conform to Standards of Identify, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.750.

**Natural Cheddar Cheese** - U.S. Grade A, aged 3-6 months. Not more than 39 percent moisture. Not less than 50 percent milk fat on the solid basis. Product must conform to Standards of Identify, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.500.

**Peanut Butter** - Smooth or chunky, U.S. Grade A (Skippy brand or equal). Peanut butter should have color that is medium brown to brown color roast. Peanut butter should be firmly set, smooth, pliable, and have good spreadability. Suitability seasoning and stabilizing ingredients may be added not in excess of 10 percent of the weight of the finished product. Product must conform to Standard of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 46.1.

**Nuts and Seeds** - Peanuts, soy nuts, tree nuts such as walnuts and seeds that are nutritionally comparable to meat or other meat alternates. Nuts such as acorns, chestnuts and coconuts are not acceptable due to their extremely low protein and iron values.

## 2. **Poultry Items**

**Fried Chicken** - 2 ounces (edible) cooked meat equals one serving. Cooked, frozen U.S. Grade A (Holly Farms or equals), the batter/breading shall consist of a flour type base with other ingredients as needed to product a desirable texture, flavor, and color. The finished product should be uniformly covered with batter and breading and have a uniform brown color, free from burnt areas. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.166.

Product shall be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs).

**Chicken Roll** - 1 ½ ounces equals 1 ounce cooked lean meat. Empire poultry brand or equal. Form - fully cooked. Recommended points for specifications: Processing - chicken rolls purchased fresh or frozen should be processed in their entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.159.

**Turkey Roll** - 1 ½ ounces equals 1 ounce cooked lean meat. (Specification based on USDA purchased turkey rolls donated to schools or equal quantity.) Form - fully cooked. Grade - process from U.S. Grade II or better quality. Processing - turkey rolls purchased fresh or frozen should be processed in their entirety in a plant operating

under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs). Product must conform to Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.159.

**Turkey Ham** - 1.4 ounces equals 1 ounce cooked lean meat. Specifications based on USDA, FSIS Standard as published in Vol. 44, No. 177, August 31, 1979. Product must conform to Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service), Part 381.17, Subpart P.

### 3. **Meat Items**

**Corned Beef** - 1 pound equals .42 pounds cooked lean meat. (Shur-Tenda brand or equal) (restaurant quality). Fully cooked, prepared from USDA Grade good or better. Processing - product must be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Inspection Service) Part 319.100.

**Roast Beef** - Shur-Tenda brand or equal - restaurant quality. Fully cooked, prepared from USDA Grade good or better. Processing - product must be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.81.

**Beef, Bologna** - Oscar Mayer brand or equal. Bologna is a smoked fully cooked sausage. The meat components consist of beef very finely comminuted and stuffed in artificial or natural casings. The interior cut surface is smooth, fine-textured, light pink in background color, and finely mottled with evenly distributed light to dark red flecks. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

**Cooked Beef Salami** - Hebrew National brand or equal. Cooked beef salami is a smoked full cooked sausage. The meat components consist of moderately coarse-cut beef and finely comminuted beef with finely comminuted beef heart meat included in some formulas. Seasoning includes garlic and peppercorns. Salami is stuffed in artificial casings and measures from 3.5 to 4.5 inches in diameter. The interior cut surface is moderately coarse in texture and light to dark reddish-brown in color. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

**Boiled Ham, Cured, Boneless** - 1.2 ounces unheated meal equals 1 ounce lean meat. Thumann's brand or equal. Selection No. 1 or Selection No. 2. The skinless, completely boneless, cured and smoked, fully cooked ham must be prepared from the regular short shank ham. The cured pork must be derived from sound, well-trimmed wholesale market and fabricated cuts. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.104. Yield on ham will vary depending if water added, 1.22 ounces



ham water yields 1 ounce cooked ham, ham with natural juices 1.12 oz yields 1 oz lean ham.

#### 4. Fish Items

**Tuna Fish** - Fancy or solid. The can usually contain large piece of chunks or firm flesh - packed in oil or water. Grade - Packed under Federal Inspection (PUF 1). Tuna fish "salad" may be prepared by mixing tuna fish with relish and/or chopped vegetables such as celery and onions. Vegetable oil or mayonnaise may be used as a moistening agency to "bind" the salad. Mayonnaise or Salad Dressing must not be mixed into the salad. A separate portion pack of mayonnaise may be placed in the unitized lunch/supper meal if desired.

### **SPECIFICATION - OTHER PRODUCTS**

**Milk** - All milk products used must meet Federal, State and Local requirements for fluid milk.

**Butter** - U.S.D.A. Grade A or better. Salted or Unsalted.

**Margarine, Fortified** - Product must conform to Standards of Identity, Code of Federal Regulations, Title (Food and Drug Administration) Part 45.1.

**Yogurt** - Plain, sweetened or flavored.

**Jelly** - Fruit portion packs minimum ½ ounce - Kraft brand or equal. Products must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 29.2.

**Mayonnaise** - Portion packs 1/3 ounce or more. Kraft brand or equal. Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 25.1.

Updated 3/17/2011 AFB Sources: USDA MARO corrections by Marlene Stein and The Food buying Guide for Child Nutrition Programs.  
CMW/SFSP2/dvj/Sched-D1



# PREFERRED MEAL SYSTEMS, INC.

At Preferred Meal Systems, we use the power of technology to help you manage your food service more effectively and efficiently.



City of Wilmington Summer Food Service Program  
Department of Finance, Division of Procurement and Records  
5<sup>th</sup> Floor, Louis L. Redding City/County Building  
800 French Street  
Wilmington, DE 19801

To Whom It May Concern:

Preferred Meals is pleased to have the opportunity to respond to the 18028PR Summer Food Service Program for City of Wilmington. Our team is genuinely excited about working with your agency to improve delivery of services to your students.

The enclosed comprehensive proposal contains all of the elements required by your specification to meet the goals of the City of Wilmington. Preferred Meals is uniquely qualified to serve the City of Wilmington Summer with a nutritionally balanced, student focused, and cost efficient solution.

Camden's program model blends perfectly with Preferred Meals' strengths:

- ◆ **OPERATIONS** that are state of the art
- ◆ **MEALS** that meet USDA standards and are student tested
- ◆ **MARKETING** that is robust and impactful
- ◆ **PEOPLE** that are experienced and customer service driven
- ◆ **SYSTEMS** that achieve financial results

Given the opportunity to present and discuss our proposal with you and the evaluation team, you will see the value-added services Preferred Meals will bring to City of Wilmington Summer. Thank you again for opportunity to participate in the proposal process.

Sincerely,

*David Bennett*

David R. Bennett  
District Manager

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## **Statement of Confidentiality**

The enclosed proposal and supporting documentation is the property of Preferred Meals, It contains confidential company and client information and materials.

This information has been submitted on a confidential basis and is for review solely by City of Wilmington Summer Food Service Program for the purpose of determining the award of a contract to the successful bidder under the specification titled City of Wilmington Summer Food Service Program.

The information contained herein is proprietary and not intended for public use. Reproduction or disclosure of any part of this document is prohibited without written consent of Preferred Meals,

# **18028PR-Summer Food Service Program**

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## Executive Summary For City of Wilmington Summer

Preferred Meals, understands that well-nourished, healthy children flourish and perform better in school. Each decision we make and every program that we develop is aimed at creating a meal experience that students will enjoy. Our goal is to be your partner in supporting student health and ultimately assisting City of Wilmington Summer to influence positive educational outcomes.

Preferred Meals, has provided healthy and nutritious meals to School Districts throughout the United States for over 48 years and is the largest provider of modular meals. Our meal programs are unique in that they provide meals to students that are nutritious and prepared under the most stringent food safety guidelines starting at preparation all the way through meal service.

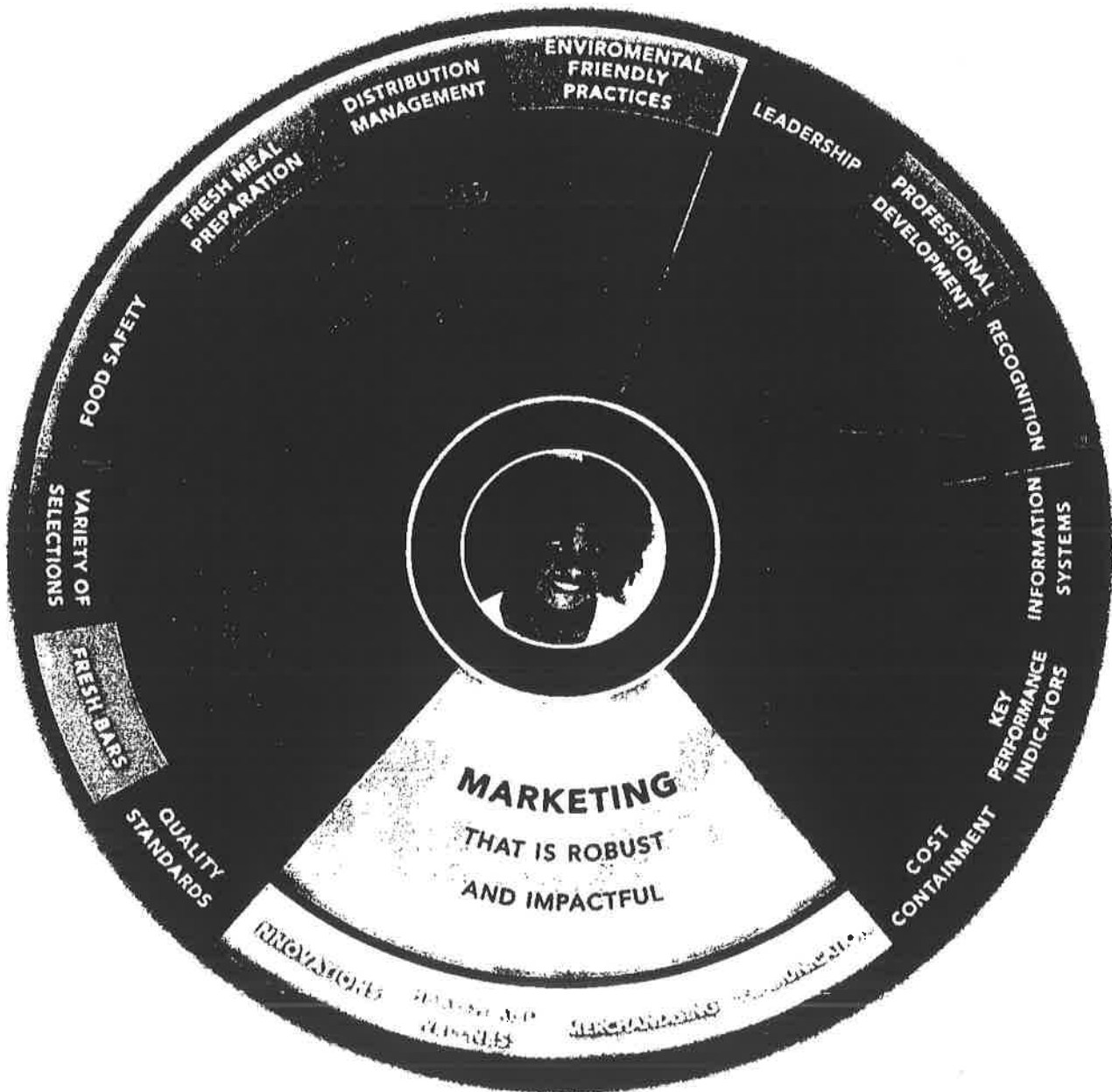
Annually, we deliver over 70 million meals to more than 300 school districts and charter schools in 27 states. Over the years and especially in the last several, the National School Lunch and Breakfast programs have significantly evolved. Working closely with our partners and adhering to the USDA guidelines we have consistently demonstrated the ability to adjust to this ever-changing environment. We believe that as you read our proposal you will see why City of Wilmington Summer will be proud to join our partners and **Preferred Meals**.



*"We wanted our students  
to receive a variety of  
healthy and fresh meals  
without a large food  
service staff and kitchen  
facility. I knew Preferred  
Meal Systems could get  
the job done"*

**Dr. Tony Chalmers**  
North Point Lighthouse  
Charter School  
Milwaukee, WI

Delivering a nutritious and appealing meal solution is at the heart of what we do at Preferred Meals; we also feel it is important to provide City of Wilmington Summer wrap-around programs and services that enhance the school meal experience.

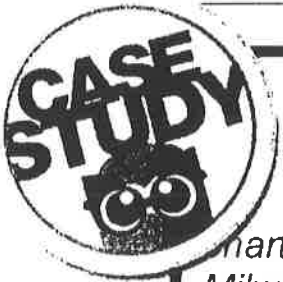


## City of Wilmington Summer's Goals

### are delivered through Preferred's Core Success Drivers

Through review of the Request for Bid process Preferred Meals has identified the following established goals by City of Wilmington Summer that we are fully prepared to achieve through the delivery of our Core Success Drivers.

City of Wilmington Summer Goals	Preferred Meals Core
Quality Meals for Students Quality, Taste and Palatability of Product	<b>MEALS</b> that Exceed the USDA Standards and are Student Tested
Experience Operational Improvement History Health Department Safety Violations Two year experience dealing with reputable food suppliers Ability to deliver pre-packaged foods	<b>OPERATIONS</b> that are State of the Art
Reduced Costs Price Productivity Improvement Accounting Systems Student Participation	<b>SYSTEMS</b> that Achieve Financial Results



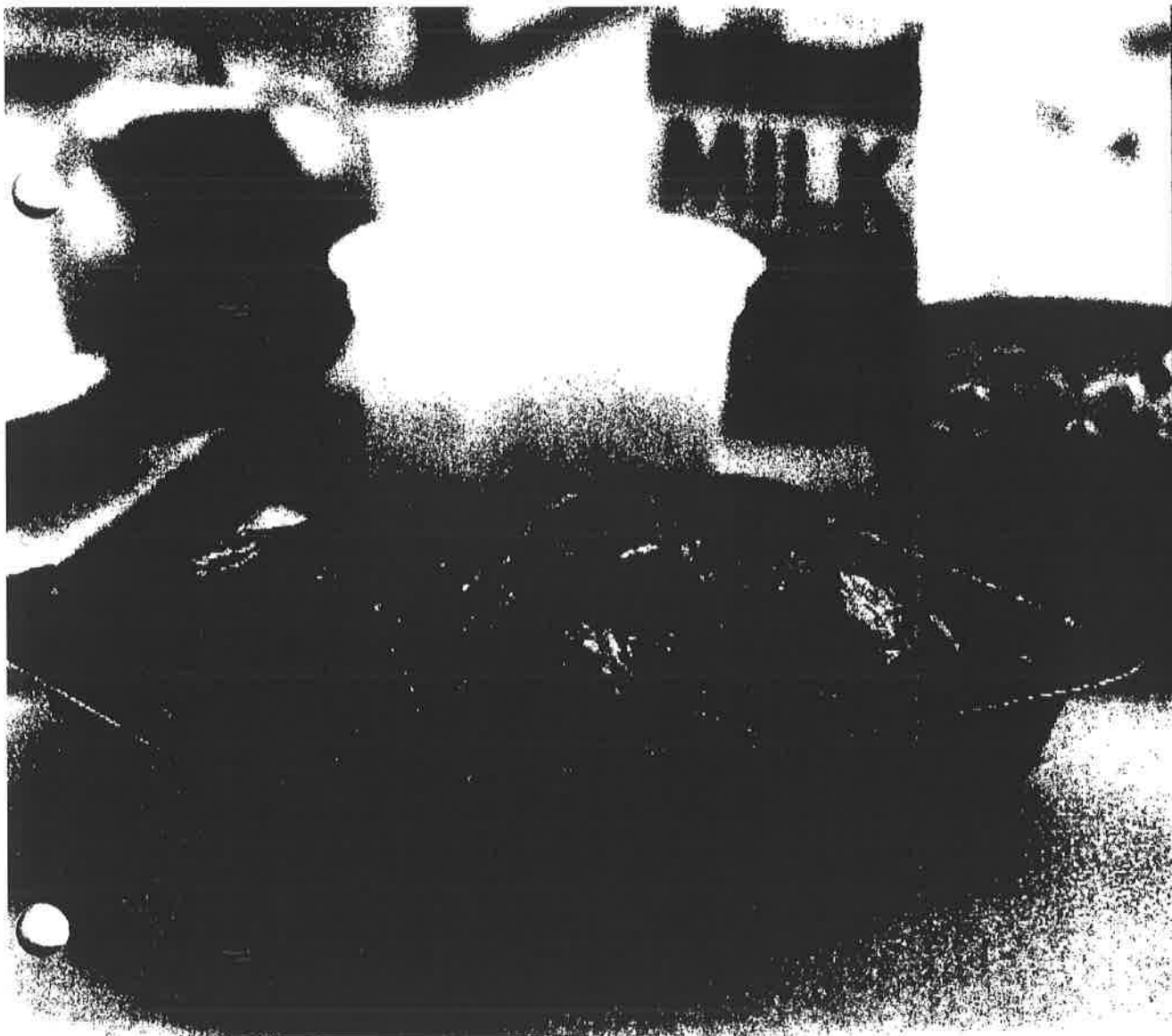
### *Lighthouse Academies Successfully Tackles Its Foodservice Challenge*

*In 2011, executives from Lighthouse Academies, a national charter school system, won approval to operate as part of the Milwaukee Public Schools. A new charter school named North Point Lighthouse Charter School in Milwaukee's Thurston Woods neighborhood was opened on August 20, 2012.*

*While at one of the country's largest school districts Dr. Chalmers became familiar with Preferred Meals.*

*"We wanted our students to receive a variety of healthy and fresh meals; I knew that Preferred Meals could get the job done." We found that our students enjoy these healthy and well-balanced meals and there is minimal waste. And, our teachers who purchase the meals also report they are very satisfied with quality and weekly menu options available," Dr. Chalmers reported.*





# MEALS



Smarter Solutions

# MEALS

that Exceed USDA Standards and are Student Tested

When your students receive a meal from Preferred Meal Systems, you can feel confident that they are getting a quality meal that they will enjoy. With many years of experience providing quality meals to schools in an ever-changing environment, we know that students will always want meals that taste good.

Our meals:

- Focus on **Quality**
- **Exceed USDA Regulations**
- Offer **Variety**
- Are sealed for **Food Safety**



## Quality Standards

Preferred Meal Systems menus exceed the menu standards established by the USDA. At Preferred Meals we have established a set of Quality Standards that guide our recipe development, meal preparation and menu development.

### Preferred Meal System, Inc.'s Quality Standards

- All of our meals meet the **USDA's Healthier US School Challenge Silver level for nutritional requirements.**
- We carefully evaluate each and every product we provide to school districts – **all meals are student tested** before being placed on the menu.
- We **feature foods that contain zero Trans fats** and are never fried and do not use foods that have been flash- fried.
- Our **meals do not contain** aspartame, saccharin, bleached or bromated flour, are **free from** certain artificial colors and flavors, MSG, and brominated vegetable oil.
- Our **meals do not contain** high fructose corn syrup.\*
- **Milk** provided by Preferred Meals is **rBST hormone free.**
- We encourage the incorporation of **fresh vegetables and fruits** in our menus.
- **100%** of all grain products that we provide are **whole grain.**
- We are **passionate about great tasting food**
- We are **committed** to foods that are wholesome and safe to eat.

\*Exception: Several grain products and breakfast jelly.



## Meals

The meal provided to City of Wilmington Summer will be delivered in portion controlled and compliant packaging along with a combination of fresh menu items. The meals are delivered directly from our temperature-controlled vehicles to the designated program locations.

## Fresh Meal Components

Encouraging students to try a variety of foods and providing them the opportunity to experience them prepared and served in a variety of ways is an important part of the school meals program. Preferred Meals includes in our menus a variety of fresh breads, fruits and vegetable each week.

## Exceeding USDA Standards

The menu standards created by USDA follow the MyPlate Food Guide that identifies daily meal proportions for fruit, vegetables, grains, protein, and dairy food groups and is an easy-to-understand illustration designed to help Americans build a healthy plate at meal times. MyPlate illustrates the five food groups that are the building blocks for a healthy diet is using a familiar image—a place setting for a meal.

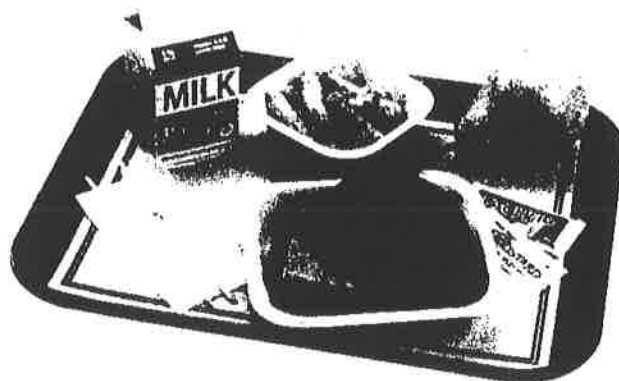
The meals that are prepared for City of Wilmington Summer's students will not only exceed the USDA standards they will also meet the Silver level of the HealthierUS School Challenge! The HealthierUS School Challenge establishes specific menu item criteria for school meals and health and wellness activities.

## Nutritionists and Dietitians

Preferred Meal System's Inc. nutritionists and dietitians are among the best in the country. They are a passionate team of professionals that plan menus with City of Wilmington Summer students in mind. Once your menu is developed, our nutritionists and dietitians nutritionally analyze the menu using USDA approved software called Horizon VBoss. The menu is also reviewed to certify:

- ✓ Compliance with all USDA regulations
- ✓ City of Wilmington Summer's menus will meet the standards established by the HealthierUS School Challenge, and
- ✓ The menus meet the requirements established within City of Wilmington Summer's RFB.

*"With Preferred, everything has changed for the better. The students in both the middle and high school are eating the meals and they like them. The teachers have told me that they have seen performance improvement in the classroom because students aren't hungry. In just over two months we have seen meal enrollment more than double the amount from last year with the previous provider."*





### Cristina Oala- Corporate Dietician

Cristina Oala is a Licensed Dietitian Nutritionist in the State of Illinois with a Bachelor's Degree in Nutrition and Dietetics from Dominican University. Prior to joining the Preferred team in the spring of 2014, Cristina interned at multiple healthcare and long term care institutions as well as assisted in supervising food service and child nutrition operations. Cristina reviews menus and all meal components for compliance in the National School Meal Programs to meet the USDA and state regulations.



**Cristina Oala, RD, LDN**

Corporate Dietician/Menu Coordinator  
Preferred Meal Systems, Inc.

### Nutritionally Compliant Audit Ready Meals

When you receive your meals from Preferred Meals you are assured that each meal will contain ingredients and nutrients that meet USDA nutritional requirements. During the preparation process, a prescribed number of meals are sampled and tested by our food technologists to ensure that our meals are compliant with all regulatory requirements for the quality and prescribed portions.

### Child Nutrition (CN) Labeled Meals

Preferred Meals is proud to participate in the USDA Food and Nutrition Service Child Nutrition (CN) Labeling Program in cooperation with Food Safety and Inspection Service (FSIS) and Agricultural Marketing Service (AMS). As a USDA inspected plant under daily inspection from FSIS, Preferred Meals is authorized to CN Label all main dish products for school meals.

*A sample CN logo:*

CN

XXXXXX\*

This 2.31oz fully cooked Beef Patty with Textured Soy Flour provides  
CN 2.00 oz equivalent meat/meat alternate for the Child Nutrition Meal CN  
Pattern Requirements. (Use of this logo and statement authorized by  
the Food and Nutrition Service, USDA XX-XX\*\*)

CN •

\* CN Identification number  
\*\* Month & Year of approval

The USDA must authorize labels and Nutrition Services prior to use and manufacturers must have quality control procedures and inspection oversight that meet the FNS requirements. **All of Preferred Meals entrees meet the requirements of the Child Nutrition Labeling Program.**

## Electronic Ingredient Statements

Preferred Meals recognizes the challenges for school administrators in accommodating students with food allergies and special diets. To relieve concerns and alleviate complexity, Preferred makes it easy to receive Product Specifications electronically for all meal components. Interested individuals, including parents, can sign-up on-line to receive access to our ingredient statements electronically. The ingredient statements provide information such as serving size, nutrient information and meal program contribution.

## Variety of Selections

The development of menus for our partners based on three primary guiding principles:

- ✓ Offering foods that children want to eat.
- ✓ Offering foods that contribute to a balanced nutritious diet.
- ✓ Offering foods that conform to your specifications.

All of our menu items are student-tested before being placed in our menu rotation. We know that a meal that is uneaten or thrown away provides no nutritional value so we design our menu with student preferences in mind.

When City of Wilmington Summer partners with Preferred Meals there will be real chefs creating new menu items. These culinary experts compliment the team of professionals that plan and prepare meals for your program.

*"The students in our elementary schools and our middle school are eating a variety of meals and they like them. The meal enrollment today includes even more students participating in the paid lunch program than previous years."*

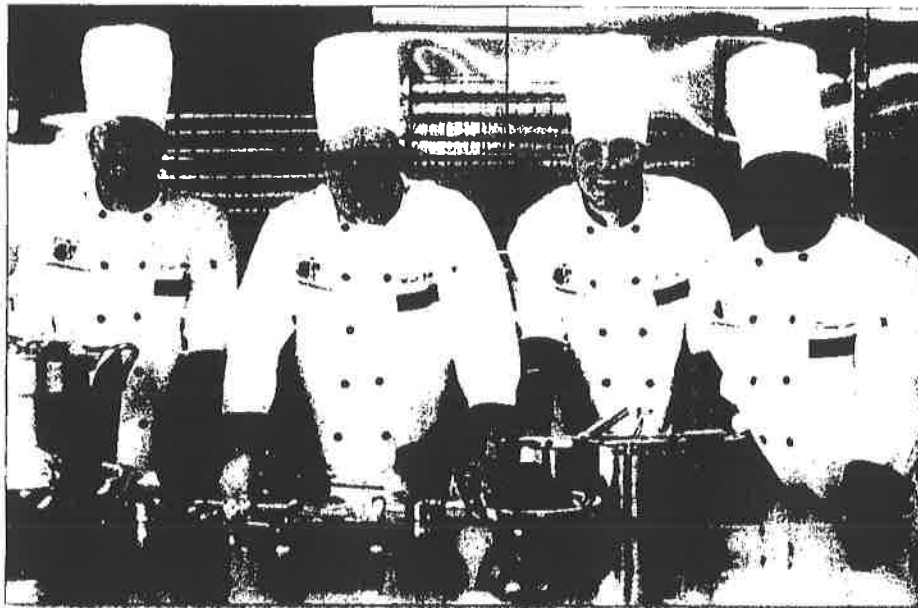
**Monika Jankovics**  
Beach Park School District 3  
Beach Park, IL



## Meet Your Chefs

Chefs across the country have made tremendous contributions to the school meals program. When City of Wilmington Summer partners with Preferred Meals there will be dedicated chefs that complement the team of professionals that plan and prepare meals for your School District.

The chefs at Preferred Meals enjoy the challenge of creating healthier versions of menu items that students will enjoy and while at the same time creating new menu selections that will encourage students to try something new. Your team of chefs comes from a variety of backgrounds.



### Executive Chef – Paul (PJ) Lemoncelli



Chef PJ Lemoncelli is an award winning chef with his BS in Culinary Arts Degree from the Pennsylvania College of Technology. Chef PJ has been with Preferred Meals for over 8 years and brings his passion for food and the culinary world to the child nutrition industry, creating nutritious, cost-effective and wholesome meals for children K-12 nationwide.

*"Feeding school children is a sacred responsibility. We know how important healthy meals are to growing bodies and are passionate about developing nutritious meals that kids enjoy."*

With an eye on market trends, Chef PJ monitors changing meal regulations in federally funded programs to design meals that not only look great, taste great and meet regulations but are popular with students as well.

**Chef PJ Lemoncelli**  
 Corporate Chef  
 Preferred Meals



**MARKETING**



*Marketing*

Smarter Solutions



# MARKETING

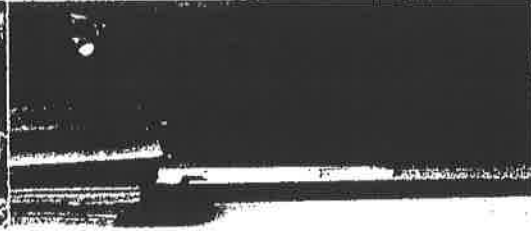
that is Robust and Impactful

Preferred Meals knows that getting to know our new customers, the stakeholders at City of Wilmington Summer, is important. We have built a marketing plan that not only provides information to them but includes communication mechanisms to hear from them.

Our marketing plan:

- Is based on **Communication**
- Incorporates **Merchandising**
- Promotes **Health and Wellness**
- Drives **Innovation**
- Includes **FUN**





## Saved Schools

Preferred's Info Systems and Menu teams have developed a method to automatically bring City of Wilmington Summer menus to parents, students and the entire community for each school. State of the art technology allows for easy access to menus and nutritional information on the web or on a mobile device. Our proprietary menu site is easily accessible and provides the daily menu, nutrition and allergy information for each item. Our award winning site even has special character designations for USDA vegetable subgroups, meatless items, whole grain, local and organic items. Schools can even add their own logo to their web page. Easy linking instructions are included and make accessing the menu very easy.

Monday  
September 29  
2014

Wednesday  
October 01 2014

Thursday  
October 02 2014

Friday  
October 03 2014

by **LEARN**

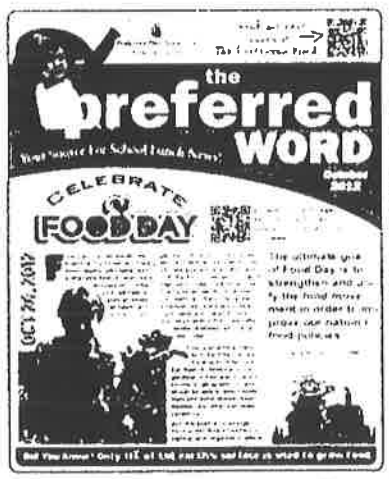
Pages are now available  
by Grade!  
Just log in, create a  
username and password.  
Check the box for whether  
you want  
Last year's results so how  
have you done on a subject?

**September 2014**

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The *Preferred Word* newsletter is the vehicle we use to communicate nutrition education and facts about meals. This newsletter is designed to educate youth and their families on timely topics related to meals.

Electronic versions of *The Preferred Word* are provided to your web support for posting on your website as well as on the Preferred Meal Systems website. Administrators & Staff, School Board Members, Foodservice Staff, Parents, Students and community are invited to join our mailing list to receive the *Preferred Word* in their inbox every month.

## Health and Wellness

The launch of The Let's Move campaign highlights the quest for schools across the country to meet the goals of the USDA's HealthierUS School Challenge.

Schools play an important role in helping reduce childhood obesity. Students who have healthy eating patterns and participate in regular physical activity are also more likely to perform better academically. The HealthierUS School Challenge is an important investment in the health of our country's children.

### Menus that Meet the HealthierUS School Challenge Criteria

Great News! Preferred Meals supports the HealthierUS School Challenge by ensuring at a minimum the menus that will be provided to City of Wilmington Summer meet the **Silver Menu Criteria** and endure the rigorous review and state certification process. Specific criteria for Silver Menus include:

#### HealthierUS School Challenge – Breakfast Criteria

- Three different fruits offered each week; a minimum of one fresh fruit per week
- Dried fruit without added sweeteners
- Canned fruit packed in natural juice or light syrup
- 100% Fruit Juice served only once per week
- 50% of grains offered weekly are whole grain-rich

#### HealthierUS School Challenge – Lunch Criteria

- Specified quantities and frequency of dark-green, red and orange vegetables along with dry beans and peas
- Five different fruits offered each week; a minimum of two fresh fruits per week
- Dried fruit without added sweeteners
- Canned fruit packed in natural juice or light syrup
- 100% Fruit Juice served only once per week
- Two-thirds of grains offered weekly are whole grain-rich; at least three different types per week



## Partner for the Healthier US School Challenge

*"Preferred made this achievement possible by upgrading the nutritional content of our breakfast and lunch meals. Thank you for being a true partner of the school in our efforts to improve the well-being of our students"*

**Rich Blickendorfer**  
School Administrator  
**Arts & Technology Academy**  
Washington, DC  
HUSC Silver Award

## Cooking up change

Preferred Meals is a proud sponsor of *Cooking up Change*, a mentoring program for students aspiring to pursue a career in food. Students create healthy recipes that follow the parameters of the National School Lunch Program nutritional requirements and financial guidelines.



*"Having the opportunity to work with students in the Cooking Up Change program is rewarding beyond words. Preferred's involvement with this program gave me the chance to share my passion for food with these young students as well as demonstrating the benefits of school meal programs to the community."*



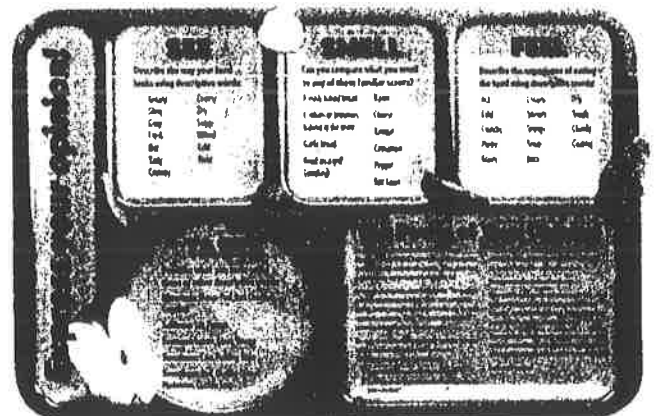
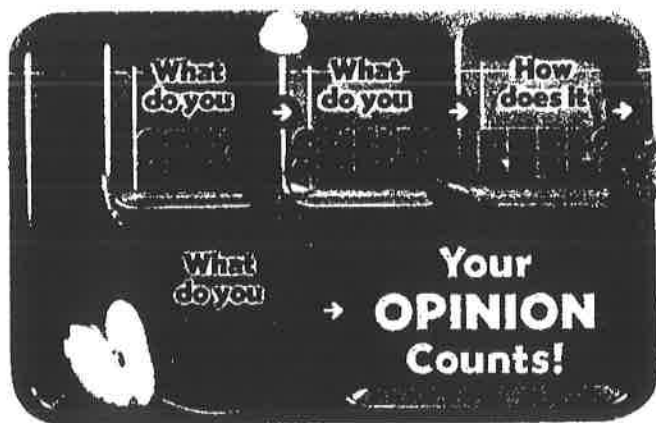
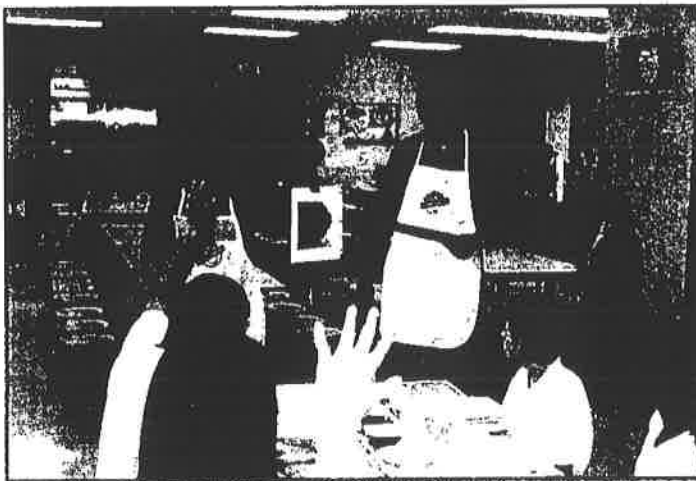
**Thomas Jones**  
Senior Account Manager  
& Certified Chef  
Preferred Meal Systems, Inc.  
Chicago, IL

## VIP Kid Taster Program



Preferred Meals recognizes that having healthy nutritious meals that meet regulations are only effective if students eat them. Our Student Taster Program provides feedback to our team on new products while giving students valuable skills they can use outside of school.

Members of our culinary & research team conduct taster trainings four or five times per year, with groups of VIP Student Tasters throughout the country. Training focuses on using the senses to evaluate product and articulate their opinions using descriptive words and logical reasoning on a provided evaluation form. This training not only helps provide valuable feedback for improved food quality and menus, but also equips our VIP Student Tasters with a valuable skill set.





PEOPLE



Smarter Solutions

# PEOPLE

that are Experienced and Customer Service Driven

Preferred Meals believes that PEOPLE are the quintessential hallmark of an organization. An organization can have the best business processes, tools, and materials available, however if they do not have people that are experienced and customer service driven, delivering the best possible products and service to our partners will not be possible.

When you partner with Preferred Meals you can be assured that each year we make a significant investment in our PEOPLE and each team member believes in the power of partnership and great customer service.

Our people:

- Exhibit **Leadership**
- Offer **Professional Development** for your staff
- Provide **Recognition** to celebrate success
- Are **Experienced**

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## Leadership

Partnering with City of Wilmington Summer is a team of local management and company support resources. David Bennett will be your local District Manager. Dave supports your program by:

- Executing the City of Wilmington Summer - Preferred Meal System transition plan
- Monitoring your program and providing on-going training
- Communicating success and areas of opportunity

*"Our leaders demonstrate courage, confidence and commitment while connecting with and inspiring others to achieve extraordinary results through teamwork."*

**George Chivari**  
CEO

*Preferred Meal Systems, Inc.*



## Company Support Resources

Rounding out the leadership support for City of Wilmington Summer are the company resources that provide services and support to ensure success. Your company resource team includes:

- Dietitians and Nutritionists
- Executive Chefs
- Food Technologists
- Microbiologists
- Certified Quality Assurance and Food Safety Experts
- Logistics Specialists
- Information Services Experts
- Human Resource Professionals
- Professional Development Experts
- Financial Management Professionals
- Customer Service and Ordering Specialists
- Facilities Planning and Equipment Purchasing and Maintenance Experts
- Marketing Professionals
- Procurement Experts
- Sanitation Experts
- Certified USDA Inspectors



## **Professional Development**

At Preferred Meals we know the real success of the program hinges on a well-trained and enthusiastic team. Preferred Meals provides dynamic professional development opportunities that focus on leadership and operational skills, improved preparation and service delivery techniques, nutrition education, sanitation and food safety, and an opportunity to network and learn from their peers.

The rewards of a strong professional development program include a better experience for the children, ultimately demonstrated through great customer service, clean facilities, and improved school meal participation rates.

Preferred Meals is committed to education for all personnel involved in the nutrition program. We believe that information is better retained through a variety of professional development strategies and assessment.

### **Food Safety, Storage and Handling**

- Food safety – safe handling, storage and cooking based on the principals of HACCP
- HACCP supplied program
- Sanitation
- Handling foreign objects/food borne illness

### **Nutrition**

- Understanding the new USDA Regulations
- Introduction to My Plate
- Testing and sampling new products; evaluating new products for school lunch and breakfast
- The role of food service employees in promoting nutrition to students
- The HealthierUS School Challenge

### **Inventory Management/Ordering Procedures**

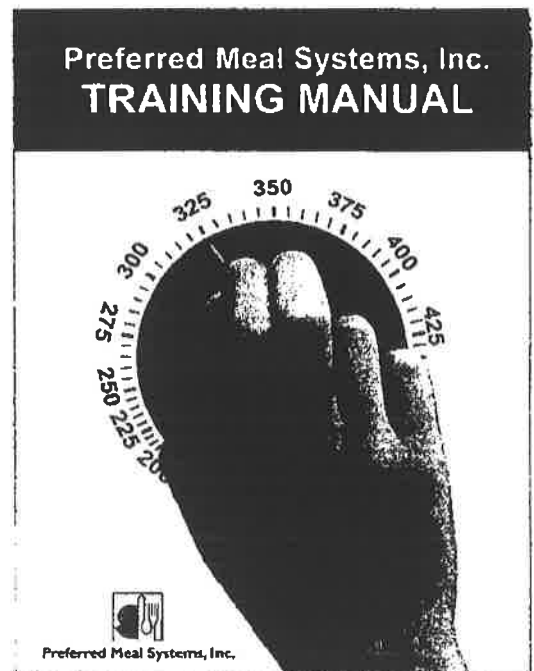
- Filling out order forms
- Placing the order
- Who to call with questions
- Estimating components to maximize offer vs. serve credits and eliminate waste

### **An Ounce of Prevention**

- Importance of hand washing
- Cleaning and sanitizing procedures
- Cleaning and sanitizing equipment and surfaces

### **Understanding Menus and Menu Development**

- Guidelines for menu development for food-based menus
- Balancing nutrition, cost and participation
- Keeping menus fresh and exciting





Smarter Solutions

**OPERATIONS**

that are State of the Art

Operations that:

-



## Devoted to Food Safety

The menu items provided to City of Wilmington Summer are delivered in portion controlled unitized trays along with a combination of fresh menu items. Each meal is prepared with care and concern by a team of chefs, food safety experts and quality assurance professionals.

## Food Safety Standards

Preferred Meals prides itself on preparing meals in a safe environment. Food safety is the foundation of our meal preparation program and ensures that we deliver meals to City of Wilmington Summer that is not only nutritious but also wholesome. Preferred Meal System Inc. has two United States Department of Agriculture (USDA) daily-inspected preparation facilities that will function as your District's central kitchen. Our team adheres to the highest of required and self-imposed standards, programs and reviews including: Hazard Analysis Critical Control Point Management (HACCP), microbiological testing, Food Defense regulations and standards, USDA and third-party audits.



### Daily USDA Inspected Kitchens

Preferred Meals has two United States Department of Agriculture (USDA) inspected preparation facilities that will function as your District's central kitchen. Each preparation facility has a USDA inspector that is on site each day to ensure that all items prepared meet government standards including food safety and Child Nutrition mandated nutritional values and regulations. In contrast, the inspection requirements for school districts that prepare meals or procure meals from a local caterer differ vastly. These entities are subject only to a semiannual inspection by the local health department that is narrowly focused and does not address or ensure meeting Child Nutrition meal specifications.

### Third Party Audits

We believe in the fresh-set-of-eyes approach when it comes to food safety. At least on an annual basis Preferred Meal Systems, Inc. contracts with a third party auditor from the National Sanitation Foundation (NSF) to review our production facilities. The National Sanitation Foundation is comprised of industry professionals, many with 20 plus years of auditing experience, who receive extensive training and calibration. Their engagement with Preferred Meals is another essential pro-active protective measure in our food safety program. Additionally our team members perform period self-assessments of our facilities and charge ourselves to view our activities critically with food protection in mind.





## Employee Professional Development

Preferred Meals Systems, Inc's multi-faceted approach to employee professional development is a critical element in our food safety and quality delivery plan. Each employee goes through highly focused training before they begin work in our central kitchen. We believe that employee development is a daily responsibility; our management team employs a coaching philosophy which enables our employees to learn effectively and be empowered to deliver food safety, every product every time. Annually, structured professional development is offered for all employees. Additionally, we have the industry's best on staff to assist in leading and strategically provide guidance and counsel to all our team locations – enabling Preferred Meals Systems, Inc. stay current and abreast of industry and nationally required food safety requirements. Food safety starts with our people!

## ServeSafe Certification

Our commitment to food safety extends to all members of our Account Management operations team. We require all management team members to be trained and certified in safe food handling through the National Restaurant Association's ServSafe program. As part of the ServSafe Certification process team members become knowledgeable in areas such as:

- ✓ Time and Temperature Control
- ✓ Preventing Cross-Contamination
- ✓ Cleaning and Sanitizing
- ✓ Safe Food Preparation
- ✓ HACCP (Hazard Analysis and Critical Control Points)
- ✓ Food Safety Regulations

## Hazard Analysis Critical Control Point (HACCP) Management System

To ensure that our central production kitchens pass daily inspection, each central production facility has a HACCP program that is designed to meet strict USDA compliance. HACCP is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw product preparation, procurement and handling, to preparation, distribution and consumption of meals. A clearly designed HACCP Management System embodies up-to-date food standards and systems that ensure high quality and safe operations while preventing food borne illness.

Leading the HACCP program at each of our production facilities is a certified Quality Assurance Manager. Before any meals leave our central production facility, the Quality Assurance Manager will review all HACCP activities to assure food safety requirements are met and we are reporting ensuring wholesomeness.

*"Knowing the Food Safety standards that Preferred has put in place provides peace of mind that our students are receiving meals that not only taste good but are free from potential hazards that could cause illness."*

**Walt Doughty**  
Manager of Child Nutrition  
Waukegan School District 60  
Waukegan, IL



### Standard Sanitation Operational Procedures

Before preparing meals, each piece of equipment is reviewed and must pass a comprehensive checklist to ensure it has met the highest sanitation standards. During the course of production Preferred Meals' Quality Assurance Managers review sanitation and if necessary take corrective action. Every night all equipment is dismantled and undergoes a deep cleaning so that we are ready for the next day's meal preparation in a sanitary and microbiological safe manner from the start!

### In-House Microbiology Lab

To ensure that the meals City of Wilmington Summer receives are wholesome Preferred Meals has microbiologists on staff. Actively involved in the food preparation process, our microbiologists test our meals and certify them as wholesome. Food samples are scientifically analyzed for each menu item that is prepared in our production facilities and the microbiologists certified that they are ready to be delivered to our partners. Our dedicated team also is charged with monitoring and verifying sanitary conditions of all food contact surfaces within our production facilities.

*"The secret to a good product is not only inspectors, but also the conscientious employee who will work at all times to make food safety a priority."*

**Bob Carlson**

*Vice President of Technical Services  
Preferred Meal Systems, Inc.*

### Vendor Certification Program

A strict set of criteria is used to certify vendors to validate that they are providing safe and high quality raw materials and products to

Preferred Meals. Our vendor certification criteria includes:

- ✓ The vendor must have a demonstrated knowledge of food service operations.
- ✓ The vendor must provide their most recent audit from a reputable independent inspection firm such as Cooke and Thurber.
- ✓ The vendor must have in place a robust traceability program.
- ✓ The vendor must engage in ethical business practices.
- ✓ The vendor must be willing to undergo Preferred Meals annual review process.

### Food Defense Program

Knowing that children primarily consume the meals we prepare, we take our commitment to food safety to another level. Although not required by the USDA, all Preferred Meals facilities are registered and in compliance with the Bioterrorism Act of 2002. Preferred Meals' Food Defense Program includes inbound and outbound inspection checkpoints, inside and outside video surveillance cameras, employee access restrictions to certain areas such as the chemical cage, and facility entry safe guards.



Employing the latest technology, access to our production facilities is restricted by sophisticated biometric hand scanners. An individual wishing to gain entry is required to have both an assigned code and a database stored recognized hand scan to gain access. Using this technology Preferred Meals ensures that only individuals that have been properly vetted can gain access to our facilities.

#### **Allergen and Pathogen Controls**

An effective food safety plan includes allergen and pathogen control procedures. At Preferred Meals our meal preparation is scheduled to minimization allergen and pathogen cross-contamination. All of the meals delivered to your schools are labeled and indicate if any of eight main allergens can be found within the product. Preferred Meals has an allergen-free meals program available as a special order ala carte item that is highlighted in the MEALS section of this proposal.

#### **Traceability Program**

Preferred Meals traceability program tracks each meal from production to delivery. In the event that a quality issue surfaces we can pinpoint the location of meals that have been delivered within minutes. Our technology allows for timely notification, allowing us to isolate and remove products with a suspected quality concern.

*"Anyone can be a food manufacturer, but the values and practices to assure that Food Safety is paramount requires unshakeable commitment and steadfast delivery that is not only verbalized but acted upon. Every day, every one, every product, every time is our commitment to Food Safety and our consumers. We not only can speak it, we can demonstrate it. We are food safety. We are Preferred Meals Systems, Inc."*

**Melissa Smith-Tate**  
Sr. Director of Food Safety and  
Regulatory Affairs  
Preferred Meal Systems, Inc.

***Preferred Meal Systems, Inc. is proud to  
report  
that we have never had to recall  
a product that has been prepared in our  
production facilities.***



## Distribution Management

### Central Kitchen to Storage Delivery

Distribution of meals to your District's school sites begins with the meals prepared in our central kitchens and ends with the meals being delivered. Preferred Meals' drivers don't just drop the meals at the dock or back door; it is part of our service to put away the products in the appropriate storage location. Rotating products allow for the first in products to be the first used. Our full service allows the school nutrition staff to focus on preparing for service and most importantly we believe it is the level of service that City of Wilmington Summer deserves.

Using the latest Delivery Route Optimization technology called ROADNET (the same system used by UPS); Preferred Meals will create an efficient meal distribution solution designed for City of Wilmington Summer; our solution leverages cost efficiencies reflected in our cost proposal.

Built into our distribution management solution are strategies for fleet monitoring, driver hiring practices and professional development, central kitchen to school storage delivery, product monitoring, and inventory control systems.

### Fleet Monitoring

Our fleet of vehicles that deliver meals to your summer sites undergo a strict monitoring program that exceeds Department of Transportation standards. Preferred Meal System, Inc.'s monitoring program includes maintenance, sanitation and safety.

Each vehicle that leaves our facilities goes through a pre and post inspection. In addition, Preferred Meals distribution strategy includes the leasing of vehicles that includes a preventative maintenance plan and periodic onsite inspection. Leasing our vehicles ensures Preferred Meals and the customers that we serve the delivery vehicles on their premises are in the best possible condition.







### **Driver Hiring Practices and Professional Development**

Before a driver joins the Preferred Meals team they undergo an extensive review that includes drug testing, physical performance review, background checks, and MVR (Motor Vehicle Reporting) for both personal and commercial vehicles. Preferred Meal Systems, Inc. partners with Kelmar Safety, Inc., an outside agency that specializes in driver review and training to complete the driver review process and subsequent professional development. Preferred Meals requires that the drivers for our direct delivery partners meet or exceed the strict standards that we set for our team of drivers.

Once a driver passes the review they participate in a professional development session that covers topics such as customer service, professional appearance, and Preferred Meals. Policy and Procedures. Throughout a driver's tenure recurring professional development takes place along with informal periodic review and coaching. On an annual basis each driver participates in a personal skills and performance review.

### **Customer Service Driven Distribution Team**

Nutrition program personnel often view Preferred Meals Delivery Drivers as the "face" of our organization.

During an independent Customer Feedback Review conducted by Direct Opinions, Inc. the Preferred Meals' distribution team received amazing positive reviews. Preferred Meals hired Direct Opinions to conduct 500 site interviews of nutrition program personnel. Respondents were "highly satisfied" with the delivery timeliness, documentation of products, and accuracy of orders.



### **Inventory Controls**

One of the goals of the Preferred Meals distribution solution is to keep City of Wilmington Summer's inventory levels to a minimum. Delivery to your sites on a daily basis helps to control waste and deters theft.



## Environmentally Friendly Practices

Preferred Meals believes in and practices environmental stewardship. We are committed to providing the communities we serve with more earth friendly products in order to help sustain our environment for future generations. We believe that we have an opportunity and responsibility to make this world a better place through the products we use and our practices. Some of our earth friendly and sustainable initiatives include:

- All Styrofoam products have been replaced with biodegradable fiberboard products.
- Traditional plastic serve ware has been replaced with biodegradable and compostable eating utensil packets.
- Electronic Communications - On line access to monthly menus, nutritional information, newsletters, lesson plans, and invoicing.
- We work with our vendors to offer locally grown vegetables and fruits.





## OPERATIONS that are State of the Art

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- ✓ Safety sealed meal along with a compliment of fresh menu items.
- ✓ A well thought out and executed food safety plan that includes:
  - Daily USDA inspected kitchens
  - Third party reviews and audits
  - Comprehensive HACCP Management System
  - Professional trained staff
  - Allergen and pathogen controlled food preparation processes
  - A comprehensive traceability program
  - Vendor Certification
- ✓ Safe and efficient fleet of vehicles on premise.
- ✓ Custom distribution, with courteous inside delivery to the appropriate storage locations.
- ✓ Temperature controlled meals for maximum Food Safety
- ✓ Product rotation executed by the Preferred Meals distribution team.



# SYSTEMS



Figure 1. A schematic diagram of the experimental setup. The subject is seated in a chair and views the screen through a mirror. The screen displays the target (a red dot) and the starting position (a green dot). The subject's hand is positioned at the starting position. The distance between the starting position and the target is 10 cm. The subject is instructed to move the hand from the starting position to the target. The movement is recorded by a video camera. The data are analyzed using a computer program.

## Cost Containment

Improving service delivery while containing costs is achieved through a thorough and ongoing analysis of your program. Preferred Meals' meal program is built on efficiencies. As a partner with Preferred Meals, City of Wilmington Summer benefits from a variety of efficiencies through:

- ✓ Preferred Meals, as your Central Food Production Kitchen
- ✓ Procurement Economies
- ✓ USDA Approved Menu Planning and Nutritional Analysis Services
- ✓ Food Cost Controls through Pre-portioned Modular Meals
- ✓ Distribution Mapping and Services
- ✓ Fleet Management and Maintenance
- ✓ Equipment Capital Investment and Maintenance

## Information Systems

Preferred Meals, has invested considerable resources into our information systems capabilities. We are experienced with all commonly used forms of electronic communications including data file exchanges with customers and suppliers via File Transfer Protocol (FTP), Web Services and other forms of Electronic Data Interchange (EDI) integration. Preferred Meal Systems has a talented full-time staff of Information Systems professionals along with world-class Microsoft Gold Certified technology partners who have many years of experience designing, developing and deploying system solutions to meet a wide variety of unique partner requirements. Preferred Meals, is fully prepared to collaborate with City of Wilmington Summer to implement an online ordering system.





## SYSTEMS that Achieve Financial Results

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- ✓ Accounting and information systems with attributes that provide reliable, relevant, understandable and comparable decision making reports.
- ✓ Partnership efficiencies that will help City of Wilmington Summer contain costs.
- ✓ Accounting systems that include safeguards and ensure accurate reporting.

## Let's Get Started! – The Implementation Plan

The foundation of the Preferred Meal Systems, Inc. partnership with City of Wilmington Summer will be built by implementing a robust transition plan in which both partners are invested. From our experience in partnering with school districts and implementing our programs we have prepared a transition plan for City of Wilmington Summer that is a dynamic document. A good plan always allows for flexibility while at the same time has the ability to keep the transition plan owners on track.

It is our vision that Preferred Meals, and City of Wilmington Summer will work closely together to customize our plan for a seamless transition that will meet the your needs. The implementation plan is focused on the key areas of:

- Pre-Start up Activities
- Personnel
- Communication
- Financial and Technology Management

Preferred Meals, has successfully met the challenge of working with new clients on many occasions. We thoroughly understand the mechanics of such an undertaking and have the infrastructure to handle it efficiently and successfully.

The partnership between City of Wilmington Summer and Preferred Meals, is based on communication, trust and integrity. The skills and resources of both organizations will be merged together creating a stronger partnership than the two organizations operating independently.

Our transition plan is only the beginning of our well thought out strategy. Together we will continue to chart our course of action to ensure success at beginning and throughout our partnership.







Smarter Solutions

**REQUIRED DOCUMENTS**

# CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Preferred Meal Systems, Inc.  
Name of Food Service Management Company

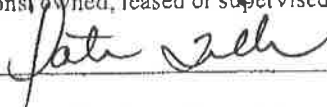
City of Wilmington - 18028PR  
Name of School Food Authority

## THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

## THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

  
Signature of Food Service Management  
Company's Authorized Representative

VP - Controller

Title

05/23/2017

Date

Certificate of Independent Price Determination

Both the School Food Authority and the Offeror shall execute this Certificate of Independent Price Determination.

Preferred Meal Systems, Inc.

Name of Offeror

City of Wilmington - 18028PR

Name of School Food Authority

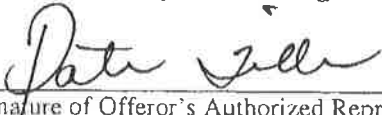
(A) By submission of this Offer, the Offeror certifies and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this Offer 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 Offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and
- (3) No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition

(B) Each person signing this Offer on behalf of the Offeror certifies that:

- (1) He or she is the person in the Offeror's organization responsible within the organization for the decision as to the prices being Offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in the Offeror's organization responsible for the decision as to the prices being Offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any act on contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Offeror, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

  
Signature of Offeror's Authorized Representative

VP - Controller

Title

05/22/2017

Date

In accepting this Offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the Offer referred to above.

Signature of School Food Authority  
Authorized Representative

Title

Date

**Note: Accepting a bidder's Offer does not constitute award of the contract.**

## CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

### LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

### Statement for Loan Guarantees and Loan Insurance

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

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

NAME OF APPLICANT

Preferred Meal Systems, Inc.

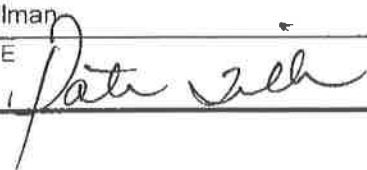
AWARD NUMBER AND/OR PROJECT NAME

City of Wilmington Summer Food Service Program

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Patrice Tillman

SIGNATURE



DATE

05/23/2017

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CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to whom this proposal is submitted.

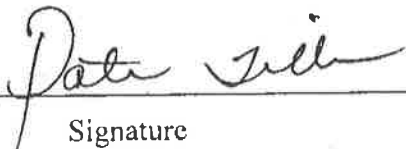
**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Patrice Tillman, VP - Controller

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Name and Title of Authorized Representative (please print or type)



Signature

05/23/2017

Date

Name of Company:

Preferred Meal Systems, Inc.

Address:

5240 St. Charles Road

Berkeley, IL 60163

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "voluntarily excluded", as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (202) 786-0688.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: _____  Congressional District, if known: 4c			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Patrice Tillman</u> Print Name: <u>Patrice Tillman</u> Title: <u>VP - Controller</u> Telephone No.: <u>708-318-2500</u> Date: <u>05/23/2017</u>		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



## MEALS that Exceed USDA Standards and are Student Tested

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- ✓ Meals exceeding the USDA standards and maximizing reimbursement
- ✓ Menus that meet the Silver menu item criteria for the HealthierUS School Challenge.
- ✓ A commitment to Quality Standards
- ✓ Purchasing practices that adhere to "Buy American" requirements and the Food Buying Guide for Child Nutrition Programs.
- ✓ A passionate team of nutritionists and dietitians that assure all menus meet the required standards, prepare documentation for certification and are available to consult with school personnel.
- ✓ Electronic access for school personnel and parent to ingredient statements used for special dietary planning.
- ✓ Student taste tested menus that offer a variety of choices with menu items that are created by team of enthusiastic professional chefs.



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2017

6/19/2017

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 Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL: ADDRESS:	FAX: (A/C, No):
INSURED 1415356 Preferred Meal Systems, Inc. 5240 St. Charles Road Berkeley H. 60163-1341	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of America NAIC # 25674 INSURER B: Sentry Insurance a Mutual Company 24988 INSURER C: Sentry Casualty Company 28460 INSURER D: Continental Casualty Company 20443 INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14773365 REVISION NUMBER: XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO JECT LOG OTHER	Y N	660-2C786754-111-16	3/1/2017	9/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
X	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	N N	90-18840-04 (AOS) 90-18840-05 (MA)	3/1/2017 3/1/2017	9/1/2017 9/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D X	UMBRELLA LIAB EXCESS LIAB DED RETENTION S	X OCCUR N N	6012283531	3/1/2017	9/1/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 OTHER \$ XXXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	90-18840-01 90-18840-02 (Retro)	3/1/2017 3/1/2017	9/1/2017 9/1/2017	PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Property	N N	K15CMB4185126516	9/1/2016	9/1/2017	Limit: \$301,384,067

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Wilmington is included as additional insured with regards to General Liability as required by written contract, provided the written contract was executed prior to the date of loss, and is subject to policy terms, conditions, and exclusions.

## CERTIFICATE HOLDER

14773365  
City of Wilmington  
800 French Street  
Wilmington DE 19801

## 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

## CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO.      LICENSE NO.      CODE  
017164      1933      9008      WHOLESALER NON-EDIBLE

FEE PAID

\$181.00

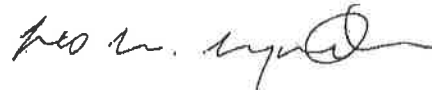
BUSINESS      PREFERRED MEAL SYSTEMS INC  
5240 SAINT CHARLES RD  
BERKELEY, IL 60163-1341

2017

Expires: 12/31/2017

ISSUED BY

PREFERRED MEAL SYSTEMS INC  
5240 SAINT CHARLES RD  
BERKELEY, IL 60163-1341



COMMISSIONER  
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

LICENSE NO. 2012103617 DORBL

POST CONSPICUOUSLY

## STATE OF DELAWARE

DIVISION OF REVENUE

VALID

01/01/17 - 12/31/17  
NOT TRANSFERABLE

DLN: 16 95318 30

BUSINESS CODE 374  
GROUP CODE

LICENSED ACTIVITY WHOLESALER-FOOD PROCESSOR

DATE ISSUED: 12/20/16

\*\*VALIDATED\*\*

2017

LICENSE FEE: \$ 75.00

MAILING ADDRESS

## BUSINESS LICENSE

BUSINESS LOCATION

PREFERRED MEAL SYSTEMS INC  
5240 SAINT CHARLES RD  
BERKELEY IL 60163-1341PREFERRED MEAL SYSTEMS INC  
5240 SAINT CHARLES RD  
BERKELEY IL 60163-1341IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION  
OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE  
APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE

PATRICK T. CARTER

DIRECTOR OF REVENUE

IMPORTANT - TEAR AT ABOVE PERFORATION AND DISPLAY IN A PUBLIC LOCATION

Federal E.I. No. or  
Social Security Number 1 36266 4596 002Business Code 374  
Group Code

Licensed Activity WHOLESALER-FOOD PROCESSOR

The State of Delaware Business License printed above must be posted in a public area at the location address listed. If you have any questions regarding this license, please call (302) 577-8778.

## REPLACEMENT LICENSES

Keep this portion of your license separate, in case you need a replacement for any lost, stolen or destroyed license. A \$15 fee will be charged for the replacement of a license. Send the \$15 along with a copy of this form or provide your Federal Employer Identification Number, or Social Security Number, suffix, Business Code, Business Name and address to Delaware Division of Revenue, Attn.: Business Master File, PO Box 8750, Wilmington, DE 19899-8750. You will receive your replacement license within three to four weeks.

## OTHER IMPORTANT INFORMATION

Most licensees are also required to pay either gross receipts or excise taxes in addition to the license fee. You can file these taxes online or obtain a paper form from our website at [www.revenue.delaware.gov](http://www.revenue.delaware.gov). You must **submit all business tax returns** filed with the Division of Revenue **under the same identification number**. If you are a sole-proprietor, and have a federal employer identification number, use the employer identification number, not your social security number. Only sole proprietors with no employees are allowed to file under their social security number. Inquiries regarding your coupon booklets to pay withholding, corporate tentative, and Sub Chapter "S" estimated taxes, or to make changes to your name, address, or identification number, should be directed to the Business Master File Unit at (302) 577-8778.

## INTERNET SITE

The Division of Revenue web address is: [www.revenue.delaware.gov](http://www.revenue.delaware.gov). Visit our web site for tax tips, links to telephone numbers, forms that you can download, links to other State agencies, the Delaware Code, the publication "Delaware Guide for Small Business" and lots more. Internet filing of personal income tax returns via the Division of Revenue's website is available. Internet filing for Withholding, Gross Receipts and Corporate Tentative payments is also available.

U.S. DEPARTMENT OF AGRICULTURE  
FOOD SAFETY AND INSPECTION SERVICE

GRANT OF INSPECTION

1. DATE

August 16, 2016

2. ESTABLISHMENT NO.

5370 / P-987

3. DISTRICT CODE

60 24

4. NAME AND MAILING ADDRESS OF APPLICANT (Use 9 Digit Zip Code if Known)

Preferred Meal Systems Inc.  
5240 St. Charles Road  
Berkeley, IL 60163

5. DISTRICT OFFICE CONTACT INFORMATION (mailing address, e-mail, phone number)

Philadelphia District Office  
Mellon Independence Center, 701 Market Street, Suite 4100-A  
Philadelphia, PA 19106  
E-mail: Philadelphia.GrantCurator@fsis.usda.gov

6. LOCATION OF ESTABLISHMENT (PHYSICAL STREET ADDRESS)

5600 First Avenue  
Brooklyn, NY 11220

7. TYPE OF GRANT

- ☐ CONDITIONAL (VALIDATE HACCP PLAN)  
☒ REGULAR

8. TYPE OF INSPECTION (Check all that apply)

- ☒ MEAT ☒ POULTRY ☐ EGG  
☐ IMPORT ☐ SILURIFORMES FISH

9. DATE OF INAUGURATION OF SERVICE

April 27 1984

**AGREEMENT AND CERTIFICATION:** A survey of your establishment at the location shown above indicates compliance with the applicable requirements in Title 9 CHAPTER III – FOOD SAFETY AND INSPECTION SERVICE, DEPARTMENT OF AGRICULTURE regulations promulgated under the authority of the Federal Meat Inspection Act, the Poultry Products Inspection Act, or the Egg Products Inspection Act. Accordingly inspection service is granted.

A copy of FSIS Form 5200-2, *Application for Federal Inspection*, is enclosed or attached. This application specifies the type of operation conducted at your establishment and contains your agreement and certification that you will conform strictly to applicable Federal law and regulations pertaining to the inspection of meat, poultry, Siluriformes fish or egg product or the importation of meat, poultry, Siluriformes fish or egg product.

Your establishment is under the supervision of the District Office. Contact the District Office if you need help in interpreting the provisions of the regulations.

REMARKS:

Revised to show Update: Change of Officers  
Other Names: The Maramont Corporation

cc.

District Office Staff - Philadelphia, PA  
Frontline Supervisor – Brooklyn, NY  
U.S. Government Office File  
Debt Management Unit  
Personal Property Section - ASD  
Printing and Distribution Branch - ASD  
Official Est. File

Tel. No.. 718-439-8900

DISTRICT MANAGER SIGNATURE

PRINT NAME

Ms. Susan G. Scarcia, District Manager



U.S. DEPARTMENT OF AGRICULTURE  
AGRICULTURAL MARKETING SERVICE  
SPECIALTY CROPS PROGRAM, P.A.C.A. DIVISION  
NATIONAL LICENSE CENTER  
1400 Independence Ave SW  
Room 1510 Stop 0242  
Washington DC, 20250-0242  
(800) 495-PACA

**LICENSE CERTIFICATE**  
(Issued Under the Perishable Agricultural  
Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO.	2. ANNIVERSARY DATE	3. TYPE OF BUSINESS	4. NATURE OF BUSINESS	5. OWNERSHIP TYPE	6. NO. OF BRANCHES
20140403	02-04-2018	BOTH FRESH & FROZEN	PROCESSOR	CORPORATION	0

ATTN: PAUL ALTOBELLI  
MARAMONT CORP THE  
5600 FIRST AVE BLDG C  
BROOKLYN

NY 11220-0000

*Read  
"NOTICE TO LICENSEE"  
on reverse side*

**LICENSEE:**  
*Please examine this Certificate  
for accuracy.  
Report errors to P.A.C.A. Office  
at above address*

BUS: 5600 FIRST AVE BLDG C  
BROOKLYN

NY 11220-0000

Phone: (708) 318-2500 Fax: (718) 238-0974 Email: PATRICE.TILLMAN@PREFERREDMEALS.COM

EIN: 112592956

STATE IN WHICH INCORPORATED OR FORMED  
NEW YORK

DATE INCORPORATED  
11-19-1981

**PRINCIPALS - OWNERS, PARTNERS, OFFICERS, DIRECTORS, MEMBERS, AND HOLDERS OF MORE THAN 10% OF STOCK**

NAME (LAST - FIRST - MIDDLE INITIAL)	TITLE
MARTAMONT HOLDINGS CORP	SH
OLDFARB DAVID	VP
TILLMAN PATRICE	CO, VP
CHIVARI GEORGE A	CEO, P

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

FV-231  
(10-02)  
CG: HFDL

DEPUTY ADMINISTRATOR, FRUIT & VEGETABLE PROGRAMS



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS  
108 AIRLINE DRIVE  
ALBANY, NEW YORK 12235

FSI LICENSING UNIT  
518-485-5326

**LICENSE NOTICE**

The lower portion of this notice is the license for this establishment.

If new or additional activities are to be conducted at this location you must report these additional activities to the regional office in your area for approval prior to the start of the new activity.

If you sell the business, change locations or ownership structure, contact the regional office in your area to have our records updated and obtain a new inspection and/or license application.

**Regional Offices:**

Buffalo  
716 947-3175

Rochester  
585 427-2273

Syracuse  
315 467-0652

Albany  
518 485-5326

Metro NY, LI & SI  
718 722-2876

The licensee has consented to the free entry and free access to the licensed premises, buildings and offices to the Commissioner, the Commissioner's agents and inspectors in pursuance of the Commissioner's duty to supervise and regulate the production, storage, sale and use of articles subject to the Commissioner's jurisdiction.

If you offer to give or give any benefit, thing or money to any employee of the Department of Agriculture and Markets, your conduct will be reported to your local police or sheriff's department.

If any employee of the Department of Agriculture and Markets asks for or accepts any benefit, thing or money from you, you should report that conduct to the Inspector General of New York State by writing to the Inspector General, State Capitol, Albany, NY 12224 or by phone 1-800-367-4448. You may also report that conduct to your local police or sheriff's department.

Please post the license portion of this notice in the establishment.

Date Issued: 08/28/2015

New York State  
Department of Agriculture and Markets  
Albany, NY 12235

Entity No.: 89620

Expires: 08/14/2017

Certificate No.: 136123

Fee Paid: \$400

**FOOD PROCESSING  
LICENSE**

Estab No.: 614197

Pursuant to Article 20-C of the Agriculture and Markets Law, the licensee is authorized to perform those activities for which it has applied to be performed at this location.

This license cannot be sold or transferred.

MARAMONT CORP THE  
MARAMONT THE  
5600 1ST AVE BLDG C  
BROOKLYN, NY 11220

  
Richard A. Bell  
Commissioner



# BUSINESS LICENSE

No. 039

\$200.00

In Consideration of Two Hundred Dollars,

By Authority of the

Village of Berkeley

License is Hereby Granted to

Preferred Meals

To operate a business for a term

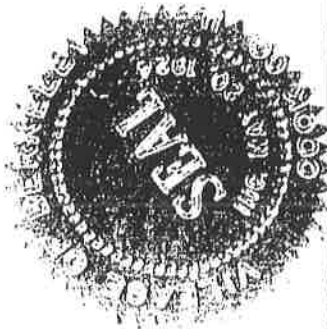
Commencing the 1<sup>st</sup> day of January, 2017


And Ending on the 31<sup>st</sup> day of December, 2017

In said village, subject to the ordinances of said village in such case made and provided.

WITNESS the hand of the Village President of said Village and the corporate seal thereof,

This 24<sup>th</sup> day of December, 2016.



  
VILLAGE PRESIDENT

Attest:   
CLERK



Day 1	Day 2	Day 3	Day 4	Day 5
Multi-Grain Cheerios Fresh Fruit Apple Juice 1% White Milk 201355 8626	Blueberry Muffin Mixed Fruit Cup Blended Fruit Juice 1% White Milk 201359 8626	Cinnamon Raisin Bagel Cream Cheese Pear Cup Orange Juice 1% White Milk 201372 8626	Strawberry Yogurt Banana Muffin Fresh Plum Orange Juice 1% White Milk 201372 8626	Cinnamon Roll Applesauce Grape Juice 1% White Milk 201472 8626
Day 6	Day 7	Day 8	Day 9	Day 10
Raisin Bran Fresh Fruit Orange Juice 1% White Milk 201413 8626	Golden Grahams Fresh Fruit Apple Juice 1% White Milk 201421 8626	Bagel w/ Jelly Orange Juice 1% White Milk 201668 8626	Fruit Loops Fresh Fruit Apple Juice 1% White Milk 20138 8626	Donut Grape Juice 1% White Milk 20168 8626
Day 11	Day 12	Day 13	Day 14	Day 15
Strawberry Breakfast Bar Orange Juice 1% White Milk 201413 8626	Fruit Yogurt Graham Crackers Fresh Fruit Apple Juice 1% White Milk 20146 8626	Frosted Flakes Fresh Fruit Grape Juice 1% White Milk 201364 8626	Mini Wheats Little Bites Applesauce Orange Juice 1% White Milk 201401 8626	Cinnamon Roll Fresh Fruit Grape Juice 1% White Milk 20144 8626

## Wilmington Dept of Recreation- Summer

Summer 2017

Day 1	Day 2	Day 3	Day 4	Day 5
Turkey Ham & Cheese on a Bun Applesauce Orange Juice Mustard Graham Crackers Fat Free Chocolate Milk Ice 1865 7358 92050	Beef Bologna & Cheese on Wheat Bread Peach Cup Apple Juice Mustard 1% White Milk Ice 1866 8626 92050	Sliced Turkey on a Kaiser Roll Mixed Fruit Cup Grape Juice Mayonnaise Vanilla Cookie 1% White Milk Ice 1867 8626 92050	SLICED CHICKEN ON BUN          Lettuce & Tomato Pineapple Cup Mayonnaise 1% White Milk Ice 8626 92050	Chicken Strips Lettuce & Tomato French Dressing Crackers Apple Muffin Orange Juice 1% White Milk Ice 1869 8626 92050
Day 6	Day 7	Day 8	Day 9	Day 10
Turkey Breast & Swiss Cheese on Wheat Bread Peach Cup Apple Juice Mayonnaise Snickerdoodle Cookie Fat Free Chocolate Milk Ice 1870 7358 92050	Chicken Salad on a Wheat Roll Peach Cup Apple Juice Mayonnaise 1% White Milk Ice 21180 8626 92050	Peanut Butter & Jelly Swirl W/C Crackers Cinnamon Applesauce Raisins 1% White Milk Ice 210092 8626 92050	Beef Bologna & Cheese on Wheat Bread Pineapple Cup Apple Juice Mustard Potato Chips 1% White Milk Ice 1881 8626 92050	Sliced Chicken on a Kaiser Roll Applesauce Cup Grape Juice Mayonnaise Fat Free Chocolate Milk Ice 1874 7358 92050
Day 11	Day 12	Day 13	Day 14	Day 15
Turkey Breast & Cheese on a Kaiser Roll Peach Cup Apple Juice Mayonnaise Fruit Roll Up 1% White Milk Ice 1879 8626 92050	Tuna Salad Lettuce & Tomato Mustard/Mayonnaise Wheat Crackers Mixed Fruit Cup Grape Juice Potato Chips 1% White Milk Ice 1868 8626 92050	Beef Bologna & Cheese on Wheat Bread Pineapple Cup Blended Fruit Juice Mustard Snickerdoodle Cookie 1% White Milk Ice 1877 8626 92050	Turkey Ham & Swiss Cheese on a Steak Roll Lettuce & Tomato Mixed Fruit Cup Grape Juice Mustard Fat Free Chocolate Milk Ice 1876 7358 92050	Beef Bologna & Cheese on a Bun Peach Cup Blended Fruit Juice Mustard Vanilla Cookie 1% White Milk Ice 1878 8626 92050

Day 1		Day 2		Day 3		Day 4		Day 5	
Snickerdoodle Cookie	9118	Pretzels	3545	Cherry Breakfast Bar	9418	Vanilla Yogurt	8338	Tortilla Rounds	3548
1% White Milk	8626	Grape Juice	7423	1% White Milk	8626	Orange Juice	7427	Apple Juice	7418
Day 6		Day 7		Day 8		Day 9		Day 10	
String Cheese	8716	Vanilla Cookie	9116	Multigrain Sun Chips	3546	Fresh Apple	7521	Cheddar Goldfish Crackers	3146
Orange Juice	7427	1% White Milk	8626	Grape Juice	7423	1% White Milk	8626	Blended Fruit Juice	7426
Day 11		Day 12		Day 13		Day 14		Day 15	
Snickerdoodle Cookie	9118	Cheddar Sun Chips	3547	Mixed Fruit Cup	803671	Animal Grahams	4394	Popped Crisps	2692
1% White Milk	8626	Orange Juice	7427	Fat Free Chocolate Milk	7358	Apple Juice	7418	Honey BBQ	8626
								1% White Milk	

# PROPOSAL FORM

DATE: 5/23/2017

CONTRACT: 18028PR

Attached hereto is a bid bond in the amount of 10% dollars  
and 0.00 cents.

City of Wilmington Business License Number is 1933

This proposal is submitted which the knowledge that the Department of Finance, Division of Procurement and Records, reserves the right to reject any and all proposals, when in its judgment, it is in the best interest of the City of Wilmington to do so.

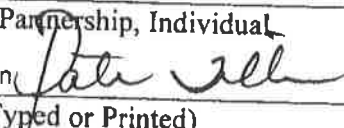
A valid license/permit and a copy of the most recent health inspection need to be submitted with proposal form.

We, the undersigned, hereby agree to furnish and deliver, per specifications, the item(s) listed below to the City of Wilmington, Parks and Recreation (various locations), Wilmington, Delaware 19801.

<u>Item</u>	<u>Approximate Quantity</u>	<u># of Days</u>	<u>Description</u>	<u>Unit Price</u>	<u>Price</u>
1	3,000	49	Individual Breakfasts (as specified)	\$ 1.52	\$ 223,440.00
2	3,600	49	Individual Lunches (as specified)	\$ 2.61	\$ 460,404.00
3	3,000	49	Individual Snacks (as specified)	\$ 0.80	\$ 117,600.00
4	1,200	49	Individual Suppers (as specified)	\$ 2.61	\$ 153,468.00
<b>GRAND TOTAL</b>					<b>\$ 954,912.00</b>

Location of Bidders' Preparation Facility: 5600 First Ave., Building C  
Brooklyn, NY 11220

FIRM: Preferred Meal Systems, Inc.  
Corporation, Partnership, Individual

PER: Patrice Tillman   
Name (Typed or Printed)

TITLE: VP - Controller

ADDRESS: 5240 St. Charles Road, Berkeley, IL 60163

PHONE: 708-318-2500

FAX: 708-493-2690

FEDERAL I.D.: 36-2664596

# City of Wilmington



**MICHAEL S. PURZYCKI**  
Mayor

May 31, 2017

Mrs. Tina Austin  
Division of Procurement & Records  
Department of Finance  
City County Building  
800 French Street  
Wilmington, Delaware 19801

Dear Ms. Austin:

This letter serves to notify the Finance Department that Park and Recreation, Division of Youth and Families Youth and Families Division accepts the bid submitted by Preferred Meals on contract #18028PR. The bid is for the FY 2018 contract (SFSP) Summer Food Service Program in the amount of nine hundred fifty four thousand, nine hundred twelve dollars and zero cents (\$954,912.00).

The unit cost of the each meal is as follows; \$1.52 for approximately 3,000 breakfast meals, \$ 2.61 for approximately 3,600 Lunch/Supper meals and \$ 0.80 for Snacks for 49 days. This acceptance is based on the bid opening that was held on Thursday, May 25, 2017.

The actual dollar amount to Preferred Meals will be based on the number of meals actually requested and received by the sponsor.

If there are any questions or concerns, please contact me at (302) 576-3844.

Sincerely,  
 M.Ed.

Nicole R. Adams, M.Ed.  
Youth and Families Division

Cc: Kevin Kelley – Director, Parks and Recreation  
Wayne Jefferson – Deputy Director, Parks and Recreation

## CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 18028PR is on this 6th day of June 2017 awarded to Preferred Meals System, Inc., in the amount of \$954,912.00 as per Proposal dated 5/23/17 and that this award is made in compliance with Wilm. Code (Charter), Section 8-200, to wit:

1. Plans and specifications for the work, supplies, or materials were filed with the Department of Finance, Division of Procurement and Records for public inspection on 5/3/17.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 5/3/17 & 5/10/17 stated that bids would be opened at 3:00 p. m. on 5/25/17
3. All sealed bids received were publicly opened in the office of the Department of Finance, Division of Procurement and Records in the presence of the City Auditor desiring to make the purchase at 3:00 p.m. on 5/25/17 Other persons present at the opening of the bids were: Tina Romano-Austin, Phil Ceresini, Tamara Thompson

4. Bids were submitted by the following contractors in the following amounts:

Contractor	Address	Date of Bid	Amount
1. Preferred Meal Systems	Berkeley, IL	5.25.17	\$954,912.00
2. Revolution Foods	Edison, NJ	5.25.17	\$1,103,970.00

5. The foregoing bids was accompanied by a bid bond in the amount of ten percent (10%) of the total bid which was the amount required in the specifications.

6. City License Number \_\_\_\_\_

7. Upon recommendation of Superintendent of Parks & Recreation Department and after due consideration, I determined that the contractor to whom this award is made was the lowest responsible bidder. In support of this determination I have received the following written recommendations, which are on file at my office:

<u>Author</u>	<u>Employment Position</u>	<u>Date</u>
<u>Kevin Kelley</u>	<u>Director of Parks &amp; Recreation</u>	<u>5/31/17</u>
<u>Nichole R. Adams</u>	<u>Manager, Youth &amp; Family Division</u>	<u>5/31/17</u>

Approved as to Form

William B. Smith  
First Assistant City Solicitor

Tina Romano-Austin  
Department of Finance, Division of Procurement

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PREPARED MEAL HOLDINGS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF JANUARY, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "PREPARED MEAL HOLDINGS, INC." WAS INCORPORATED ON THE THIRTEENTH DAY OF APRIL, A.D. 2005.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



3938845 8300

SR# 20160341637

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 201712307

Date: 01-21-16

# State of Delaware

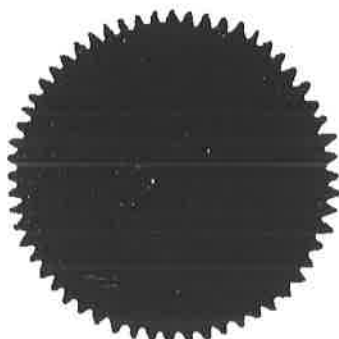


## Office of Secretary of State.

*I, Elisha C. Dukes, Secretary of State of the State of Delaware,*  
do hereby certify that the above and foregoing is a true and correct copy of

Certificate of Incorporation of the "MASS FEEDING CORPORATION",  
as received and filed in this office the second day of October,  
A.D. 1967, at 10 o'clock A.M.

In Testimony Whereof, I have hereunto set my hand  
and official seal at Dover this second day  
of October in the year of our Lord  
one thousand nine hundred and sixty-seven.



*Elisha C. Dukes*

Secretary of State

*M. Blount*

Acting Secretary of State



PREFERRED MEAL SYSTEMS, INC.

CERTIFIED COPY OF RESOLUTIONS

I, the undersigned, President, of Preferred Meal Systems, Inc., a Delaware Corporation, hereby certify that the following Resolutions excerpted from the minutes of the corporation were duly adopted by unanimous consent of the Board of Directors of the Corporation on the 7<sup>th</sup> day of January, 2014.

RESOLVED, that the President and Chief Executive Officer, Vice President and Controller, Senior Vice President of Operations, and Senior Vice President of Information Services of this Corporation be and hereby are authorized to execute and deliver on behalf of this Corporation contract documents; and


FURTHER RESOLVED, that the President and Chief Executive Officer, Vice President and Controller, Senior Vice President of Operations, and Senior Vice President of Information Services of this Corporation be and hereby are authorized to attest to the said contract and other documents.

I further certify that the foregoing Resolutions have not been rescinded or modified and remain in full force and effect.

I further certify that the following are the names of all officers qualified to sign for the Corporation.

President and Chief Executive Officer	George A. Chivari
Senior Vice President of Operations	Mark Goodman
Vice President and Controller	Patrice Tillman
Senior Vice President of Information Services	Vito Trifiletti

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 7<sup>th</sup> day of January, 2014

  
George A. Chivari, President and CEO

## FORM OF BOND

Know All Men By These Presents, That We, \_\_\_\_\_  
\_\_\_\_\_  
Preferred Meal Systems, Inc.  
of \_\_\_\_\_  
5240 St. Charles Road, Berkley, IL 60163-1341

\_\_\_\_\_ as principal, and \_\_\_\_\_  
Fidelity and Deposit Company of Maryland  
1299 Zurich Way, Schaumburg IL 60196

as Surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the City of Wilmington, a municipal corporation of the State of Delaware, (hereinafter sometimes referred to as the Obligee), in the amount of (Two Hundred Thirty Eight Thousand Seven Hundred Twenty Eight --- 00/100----- Dollars (\$238,728.00)) be paid to the said obligee, the City of Wilmington, for which payment, well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors administrators, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals.

Dated the \_\_\_\_\_ 12th \_\_\_\_\_ day of \_\_\_\_\_ June \_\_\_\_\_, 2017

Now, the condition of this obligation is such, that if the above bounded Principal who has been awarded by the Department of Finance, Division of Procurement and Records, a certain contract designated by the parties thereto as 18028PR "Summer Food Service Program" dated \_\_\_\_\_ 12<sup>th</sup> \_\_\_\_\_ day of \_\_\_\_\_ June \_\_\_\_\_ 2017, shall well and truly keep, do and perform, each and every, all and singular the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, including the payment in full to all and every person furnishing material or performing labor or service or any of them in and about the construction of said contract and the performance of said contract, all and every sum or sums of money due him, them or any of them, for all such labor, services and/or materials, and shall make good and reimburse the above named The City of Wilmington, a municipal corporation, sufficient funds to pay the cost of completing the contract which the obligee may sustain by reason of any failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

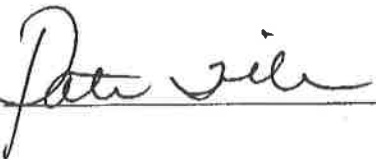
Provided, however, that any alterations which may be made in the terms of the above-mentioned Contract, or in the work to be done under it or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the obligee or the Principal to the other, shall not in any way release the Principal and/or Surety or either of them, their heirs, executors, administrators, successors, or assign, for liability hereinafter, notice to the Surety of any alteration, extension or forbearance, being hereby expressly waived.

Signed, sealed and delivered

in the presence of:

  
\_\_\_\_\_  
Witness

Preferred Meal Systems, Inc.


By:   
\_\_\_\_\_

Patricia Tillman, VP-controller  
Name Typed or Printed

"Approved as to Form and  
Surety Approved"

\_\_\_\_\_  
First Assistant City Solicitor

Fidelity and Deposit Company of Maryland  
Surety Company

By:   
\_\_\_\_\_  
Attorney-In-Fact (Seal)  
Stephen A. Vann

3280 Peachtree Rd., Suite 250  
Address: Atlanta, GA 30305

Telephone: 404-460-0708

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Stephen A. VANN, of Atlanta, Georgia**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of September, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

*Secretary  
Michael McKibben*

*Vice President  
Michael Bond*

State of Maryland  
County of Baltimore

On this 22nd day of September, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President**, and **MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019*



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12<sup>th</sup> day of June, 2017.



*Gerald F. Haley*

Gerald F. Haley, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056

## CONTRACT-----

THIS AGREEMENT, made the 13<sup>th</sup> day of June in the year Two Thousand Seventeen and between the City of Wilmington, a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the "Owner"), and., Preferred Meal Systems, Inc., party of the second part (hereinafter designated the "Contractor")

WITNESSETH, that the Contractor, in consideration of agreements herein made by the Owner, agrees with the Owner as follows:

Article 1. The Contractor shall and will furnish and deliver per specifications, on contract 18028PR "Summer Food Service Program" for the Department of Parks & Recreation in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date 5/3/17 & 5/10/17 and specifications identified as Contract No. 18028PR and by the signatures of the parties hereto, are, together with the said Advertisement for Bids, Instructions to Bidders, Forms of Proposal and Bond, and/or other documents pertinent thereto, hereby acknowledge and incorporated into these presents and are to be taken as a part of this Contract.

Article 2. It is understood and agreed by and between the parties hereto that the amount of this Contract is in the amount of Nine Hundred Fifty Four Thousand Nine Hundred Twelve - 00/100 -----Dollars (\$954,912.00) as per Proposal dated 5/23/17 to the Department of Finance, Division of Procurement and Records.

Article 3. In the performance of this Contract, the Contractor shall not discriminate or permit discrimination against any person because of his race, color, religion or his national origin.

Article 4. This Agreement shall bind the heirs, executors, administrators, successors and assigns to the respective parties hereto.

In witness whereof the party of the first part has, by recommendation of the **Youth and Families Division/Department of Parks & Recreation**, caused the hand of **Michael S. Purzycki**, Mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second part has caused the hand of its' President, (or his authorized representative) and its' corporate seal, attested by the Secretary or assistant Secretary, to be hereunto affixed.

Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered  
in the presence of:

Cheryl Mitchell  
Witness

THE CITY OF WILMINGTON  
By: [Signature]  
Michael S. Purzycki, Mayor

ATTEST: [Signature]  
Deputy  
City Clerk

[Signature]  
Witness

Preferred Meal Systems, Inc.

By: [Signature]  
President (Seal)  
VP - Controller

ATTEST:

[Signature]  
Secretary

Approved as to form on this 18

Day of June, 2017

William B. Gantz  
First Assistant City Solicitor