

**REGULAR MEETING OF WILMINGTON CITY COUNCIL
NOVEMBER 21, 2019 @ 6:30 P.M. – REVISED***

**Council Chambers
Louis L. Redding City/County Building
800 N. French Street - Wilmington, DE 19801
www.WilmingtonDe.gov or www.WITN22.org**

AGENDA

I. Call to Order
Prayer
Pledge of Allegiance
Roll Call

II. Approval of Minutes

III. Committee Reports

IV. Acceptance of Treasurer’s Report

V. Non-Legislative Business

Congo	Recognize Wilmington 1 st Walk-In
Dixon	Recognize Stop the Violence Prayer Chain
Gray	Sympathy James Webster Cheers
Harlee	Sympathy Mae Caldwell
Harlee	Sympathy Gregory James Coleman
Oliver	Sympathy Lashay White
Oliver	Sympathy Marva J. Curtis
Oliver	Sympathy Dr. Pastor Alton T. Johnson, Sr.
Oliver	Sympathy Joyce A. Miller
Shabazz	Sympathy William Ward

VI. Legislative Business

GRAY

#4744 An Ordinance to Amend Chapter 2 of the City Code to Provide for the Equal Distribution of Community Service Funds Among the Members of City Council
(1st & 2nd Reading)

Synopsis: *This Ordinance is being presented by City Council for Council’s review and approval. This Ordinance amends the City Code to provide for equal distribution of the funds appropriated to City Council in the annual operating budget as community service funds among the thirteen Council members, subject to any procedures regarding the awarding of such funds/grants as set forth in the annual budget and/or the City Code.*

OLIVER

#4645 Ord. 19-019 Amend Chapter 13 of the City Code Regarding Commercial Property Maintenance **(3rd & Final Reading)**

Synopsis: *This Ordinance is being presented by City Council for Council's review and approval. Chapter 13, section 13-4 of the City Code requires all owners of properties to remove garbage, rubbish, refuse, trash and other offensive materials from sidewalks, footways, and alleys. This Ordinance amends section 13-4 by increasing the penalty from \$50 to \$150 for owners of properties from which a business licensed as retail edible is operated. This Ordinance also establishes requirements for trash receptacles for mobile vendors of edible commodities.*

HARLEE

#4745 An Ordinance to Authorize and Approve the One Year Extension Option of the Contract Between the City of Wilmington and Revolution Foods, Inc. for the CACFP at Risk Child and Adult Care Food Program **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance authorizes the City to exercise its option to extend Contract 19023PR – CACFP At Risk and Adult Care Food Program – between the City of Wilmington and Revolution Foods, Inc. for the term of one year beginning on October 1, 2019, at an estimated price of \$664,661.25 based on an estimated number of meals requested at the price of \$2.39 per Individual Supper, and \$0.79 per Snack.*

TURNER

#4746 A Resolution Encouraging the Delaware General Assembly to Adopt Legislation Allowing College Athletes to Profit from Endorsements

Synopsis: *This Resolution is being presented by City Council for Council's review and approval. This Resolution expresses strong support from the Wilmington City Council for California and Pennsylvania's recent steps to enact Fair Pay to Play Acts. In addition, City Council urges the State of Delaware to join other states in the nation as they draft Fair Pay to Play Acts to support their collegiate athletes.*

JOHNSON

#4747 An Ordinance to Amend Chapter 36 to Repeal Begging and Panhandling Provisions from the Wilmington City Code **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by City Council for Council's review and approval. This Ordinance amends Chapter 36 of the Wilmington City Code by deleting Section 36-68(b)(3) relating to the crime of loitering for the purpose of begging and Sections 36-221 through and including Section 36-227 relating to the regulation of panhandling.*

FREEL

#4748 A Resolution to Approve the Collective Bargaining Agreement between the City of Wilmington and the American Federation of State, County, And Municipal

Employees, (AFSCME), A.F.L.-C.I.O., Local 1102 and the Delaware Public Employees, Council 81 for the term of July 1, 2018 through June 30, 2022

Synopsis: *This Resolution is being presented by the Administration for Council’s review and approval. This Resolution approves the Collective Bargaining Agreement between the City of Wilmington and the American Federation of State, County, and Municipal Employees (AFSCME), A.F.L.-C.I.O., Local 1102 and the Delaware Public Employees, Council 81 for the term of July 1, 2018 through June 30, 2022.*

WALSH

#4743 Ord. 19-051 Authorize and Approve a Contract Between the City of Wilmington and Saint Francis Hospital, Inc. for Emergency Ambulance Service (**3rd & Final Reading**)

Synopsis: *This Ordinance is being presented by the Administration for Council’s review and approval. This Ordinance authorizes the execution of a no-cost four (4) year contract between the City of Wilmington and Saint Francis Hospital, Inc. to provide emergency ambulance service, without regard to the ability to pay, from calls received by the New Castle County Emergency Communications Center via the E-9-1-1 System.*

VII. Petitions and Communications

VIII. Adjournment

**Note: The agenda was revised to remove agenda #4738 (Ord. 19-050).*

AN ORDINANCE TO AMEND CHAPTER 2 OF THE CITY CODE TO PROVIDE FOR THE EQUAL DISTRIBUTION OF COMMUNITY SUPPORT FUNDS AMONG THE MEMBERS OF CITY COUNCIL

#4744

Sponsor:

Council
Member
Gray

WHEREAS, the members of Council have long provided support to various causes and events that offer benefit, and are of importance, to the City; and

WHEREAS, this support has been effectuated in part through the distribution of funds budgeted for Council to support various causes and events (“Community Support Funds”); and

WHEREAS, Community Support Funds are designated in the current annual operating budget under several Accounts including “Misc. Projects”, “Community Services”, “Community Paid Activities”, “Grants to Agencies”, “Grants-Scholarships Programs”, and “Community Activities”; and

WHEREAS, Council believes the expenditure of these funds will attain a greater impact in each Councilmanic district/community if equally allocated among the individual members of Council; and

WHEREAS, City Council deems it necessary and appropriate to enact legislation to provide for the equal allocation of Community Support Funds among the members of Council so that individual Council members may distribute such funds in accordance with the wishes and desires of their districts/communities, subject to any procedures regarding the awarding of such funds/grants set forth in the annual operating budget and/or the City Code.

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

SECTION 1. Chapter 2 of the City Code is hereby amended by adding a new Section 2-36 as follows:

Sec. 2-36. – Allocation of Community Support Funds among the Members of City Council.

The amount appropriated to City Council in the annual operating budget as Community Support Funds shall be equally divided among the thirteen members of Council to be used as Community Support Funds by such members, subject to any procedures regarding the awarding of such funds/grants set forth in the annual operating budget and/or the City Code.

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

First Reading..... November 21, 2019
Second Reading..... November 21, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance amends the City Code to provide for equal distribution of the funds appropriated to City Council in the annual operating budget as Community Support Funds among the thirteen Council members, subject to any procedures regarding the awarding of such funds/grants as set forth in the annual budget and/or the City Code.

**AN ORDINANCE TO AMEND CHAPTER 13 OF THE CITY CODE REGARDING
COMMERCIAL PROPERTY MAINTENANCE**

#4645

Sponsor:

Council
Member
Oliver

WHEREAS, the collection, removal, and proper disposal of solid waste generated within the City of Wilmington is essential to the health, safety and welfare of the City' s residents; and

WHEREAS, government can be ultimately responsible for establishing criteria needed to eliminate waste, for creating the economic and regulatory environment in which to achieve it, and for leading by example; and

WHEREAS, City Council wishes to establish the rules, regulations, and conditions which shall regulate the accumulation, removal, and disposal of garbage and other waste; and

WHEREAS, the proliferation of trash, litter, and sometimes garbage in neighborhoods located near commercial establishments selling edible commodities is unsightly, unhealthy, and has a negative effect on property values. The accumulation of litter, debris, trimmings or trash on any property, including the public right of way, which is generated on, or as a consequence of the use or maintenance of the property is the responsibility of the owner, agent, occupant, or lessee of property; and

WHEREAS, City Council desires to provide for a community environment having a "sense of place" and for the preservation and enhancement of the City's image and community character.

THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Chapter 13 of the City Code is hereby amended by adding the underlined language as follows:

Sec. 13-4. – Littering

(a) Every sidewalk or footway between the curb stone and the building line along any of the public streets in the city in front of lots whereon is erected any dwelling house, office, place of business, railing, fence, stone or brick wall, or permanent structure of any kind, or in front of any vacant lots, and every public or private alley shall at all times be kept free of any garbage, rubbish, refuse, trash or other offensive materials, except for garbage, rubbish, refuse, and trash properly contained and placed on the sidewalk for regularly or specially scheduled refuse collection. The owner of any property or ground abutting on such sidewalk or footway or alley who fails to remove such garbage, rubbish, refuse, trash or other offensive materials shall be subject to, and liable for, a civil penalty in the amount of \$50.00, except that an owner of any property from which a business licensed as retail edible is operated shall be subject to, and liable for, a civil penalty in the amount of \$150.00.

...

(e) Every person required to be licensed as a retailer of edible commodities pursuant to the provisions of chapter 5 of this Code, who or which conducts such business, in whole or in part, by operation as a mobile vendor in or from a motor vehicle of any kind, or conducts such business as a stationary vendor of such commodities, and every owner of a property on which any such business is operated, shall provide in or upon such motor vehicle or immediately adjacent to the location of such stationary vending device, a trash receptacle for deposit by customers and consumers of paper wrappings, cans, bottles or any similar material obtained by the purchaser or consumer from such vendor as part of the purchase of such commodities. In all instances, both the vendor and the owner of a property on which any such business is operated, shall be responsible for the disposal of all such trash so collected.

i. Trash receptacles required by subsection (e) shall be substantially constructed of plastic, nonrusting metal or other leakproof, non-absorbent material. Such containers shall be capable of being tightly closed by lid so as to prevent insect breeding, spillage of refuse and other health and safety problems. The container shall be of such a size, shape and weight that, when filled, it may be easily handled by one (1) person.

SECTION 2. This Ordinance shall become effective thirty (30) days upon its date of passage by the City Council and approval by the Mayor.

First Reading..... April 18, 2019
Second Reading.... April 18, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: Chapter 13, section 13-4 of the City Code requires all owners of properties to remove garbage, rubbish, refuse, trash and other offensive materials from sidewalks, footways and alleys. This Ordinance amends section 13-4 by increasing the penalty from \$50 to \$150 for owners of properties from which a business licensed as retail edible is operated. This ordinance also establishes requirements for trash receptacles for mobile vendors of edible commodities.

FISCAL IMPACT STATEMENT: This Ordinance has no anticipated fiscal impact.

POLICY STATEMENT: The proliferation of trash, litter, and sometimes garbage in neighborhoods located near commercial establishments selling edible commodities is unsightly, unhealthy, and has a negative effect on property values. The accumulation of litter, debris, trimmings or trash on any property, including the public right of way, which is generated on, or as a consequence of the use or maintenance of the property is the responsibility of the owner, agent, occupant, or lessee of property.

AN ORDINANCE TO AUTHORIZE AND APPROVE THE ONE YEAR EXTENSION OPTION OF THE CONTRACT BETWEEN THE CITY OF WILMINGTON AND REVOLUTION FOODS, INC. FOR THE CACFP AT RISK CHILD AND ADULT CARE FOOD PROGRAM

#4745

Sponsor:

Council
Member
Harlee

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City publicly advertised the specifications for Contract 19023PR - CACFP At Risk Child And Adult Care Food 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 Revolution Foods, Inc. (the "Contractor"), the lowest responsible bidder; and

WHEREAS, the Contract's term is from October 1, 2018 to September 30, 2019, at an estimated price of Six-Hundred Sixty-Four Thousand, Six-Hundred Sixty-One Dollars and Twenty-Five Cents (\$664,661.25) based on an estimated number of meals requested at the price of \$2.39 per Individual Supper, and \$0.79 per Snack with the possibility of one (1) extension thereafter for one year on 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 the City of Wilmington; and

WHEREAS, said extension period was included in the Contract in order to provide for continuity of service and to lock in the current meal rates; and

WHEREAS, it is the recommendation of the Department of Parks and Recreation that the City exercise its option to extend the Contract for the At Risk Child And Adult Care Food Program for the period of one year.

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

SECTION 1. A one-year extension to Contract 19023PR - CACFP At Risk Child And Adult Care Food Program - between the City of Wilmington and Revolution Foods, Inc., a copy of which Contract, in substantial form, is attached hereto as Exhibit "A," for the term beginning October 1, 2019, at an estimated price of Six-Hundred Sixty-Four Thousand, Six-Hundred Sixty-One Dollars and Twenty-Five Cents (\$664,661.25) based on an estimated number of meals requested at the price of \$2.39 per Individual Supper, and \$0.79 per Snack, is hereby approved, and the Mayor or his designee is hereby authorized to exercise the City's option, as well as 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.....November 21, 2019
Second Reading.....November 21, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the City to exercise its option to extend Contract 19023PR - CACFP At Risk Child And Adult Care Food Program - between the City of Wilmington and Revolution Foods, Inc. for the for the term of one year beginning October 1, 2019, at an estimated price of \$664,661.25 based on an estimated number of meals requested at the price of \$2.39 per Individual Supper, and \$0.79 per Snack.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact on the City as the program uses only Federal funds, which have been previously budgeted.

W0108266

EXHIBIT A

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 19023PR-CACFP AT RISK CHILD AND ADULT CARE FOOD PROGRAM** will be publicly opened and read aloud in the 5th Floor Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on **TUESDAY, OCTOBER 2, 2018, AT 3:00 p.m.**

2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 19023PR-CACFP AT RISK CHILD AND ADULT CARE FOOD 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, Delaware.

3. Any bid may be withdrawn prior to the schedule time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) calendar days 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, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.

5. No bid will be considered unless accompanied by a Certified Check (personal check, cashier's check, or treasurer's check are not acceptable) or a good and 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.

6. The 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 100 percent Performance and/or Labor and Materials Bonds to cover the bidder's performance and its' payments 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. Bidders are required to refer to the delinquent tax clause appearing on page GC-21 of the General Conditions.

10. The successful bidder certifies that they are not listed on the Federal Government, Excluded Parties List System (www.sam.gov). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.

11. 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. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
- G. 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.
- H. Promote the application of these principles by those with whom you do business.

12. **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 states 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.

CHILD AND ADULT CARE FOOD PROGRAM

OCTOBER 2018 – SEPTEMBER 2019



DEPARTMENT OF PARKS AND RECREATION

Wilmington Parks and Recreation
Division of Youth and Families
500 Wilmington Avenue
Wilmington, DE 19801

**Child and Adult Care Food Program
At Risk After-School Evening Feeding Program**

Projected Dates of Operation: October 1, 2018 – September 30, 2019

Projected Number of Days: 205 days each year

Meals (to be served): Supper/Dinner
Snack

Approximate Number of Meals (per day): 1,150 (plus or minus)
625 (plus or minus)

Contacts: Kevin F. Kelley
Director
Department of Parks and Recreation
(302) 576-3810

and/or

Nicole R. Adams
Youth and Families Manager
Department of Parks and Recreation
(302) 576-3810

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.asec.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.

This institution is an equal opportunity provider.

NOTE: THERE IS A 14-DAY PUBLIC NOTIFICATION PERIOD REQUIRED FOR REQUESTS FOR BIDS.

Revised. MAS/JDB 5/2016

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**DEPARTMENT OF EDUCATION
CHILD AND ADULT CARE FOOD PROGRAM
INVITATION TO BID**

DATE: 10/2/2018


Attached hereto is a bid bond in the amount of SIXTY-SIX THOUSAND, FOUR HUNDRED SIXTY-SIX
dollars and THIRTEEN cents.

We, the undersigned, hereby agree to furnish and deliver, per specifications, the item(s) listed below to the: CITY OF WILMINGTON, DEPARTMENT OF PARKS AND RECREATION

Item	Approximate Quantity	# of Days	Description	Unit Price	Price
Dinner	1,150	205	FULL FRESH & GRAB N' GO OPTIONS	\$ 2.39	\$563,442.50
Snack	625	205		\$ 0.79	\$ 101,218.75
			GRAND TOTAL		\$ 664,661.25

Location of Bidders' Preparation Facility: 50-60 PARKWAY PLACE
EDISON, NJ 08837

FIRM: REVOLUTION FOODS, INC.
Corporation, Partnership, Individual

PER: JOYCE HUANG 
Name (Typed or Printed)

TITLE: DIRECTOR CONTRACTS

ADDRESS: 8393 CAPWELL DRIVE, STE. 200, OAKLAND, CA 94621

FAX: N/A

FEDERAL I.D. 14-1955846

SECTION A

IFB/CHILD AND ADULT CARE FOOD PROGRAM

IFB/ Number 19023-PR CACFP (Formal Advertising Only)
Issued by (Institution): Bid Opening:
Name City of Wilmington, Parks & Recreation Date 10/2/2018 Time 3:00 pm
Address 500 WILMINGTON AVENUE Issued Date
City, State, Zip Wilmington, DE 19801
Telephone Number (302) 576-3810

Contract Commencement Date: 10/1/2018
Contract Expiration Date: 9/30/2019
Total Estimated Amount: \$ 664,661.25
Prompt Payment Discount: N/A % for payment within N/A days.

Name of Company Street Address REVOLUTION FOODS, INC
City, State, Zip 50-60 PARKWAY PLACE, EDISON, NJ 08837
Telephone Number 510-545-4196

Signature of Authorized Representative
Title JOYCE HUANG, DIRECTOR CONTRACTS Date 10/2/2018

This document contains an IFB/ for the furnishing of meals (unitized if applicable) to be served to children participating in the Child and Adult Care Food Program established by the United States Department of Agriculture (7 CFR Part 226) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the company making the proposal and the Institution named above.

ACCEPTANCE

Contract Number Institution Name
Date Signature of Institution Representative
Title

Note: By submission of the proposal, the company certifies that, in the event they receive an award under this solicitation, they shall operate in accordance with the applicable, current program regulations.

**BASIC SPECIFICATIONS FOR THE CITY OF WILMINGTON
CHILD AND ADULT CARE FOOD PROGRAM**

QUANTITIES:

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

Approximately 1,150 unitized dinners daily.

Approximately 625 unitized snacks daily.

DELIVERIES:

Contractor to deliver all food and liquids in refrigerated vehicle to the City of Wilmington's Central Depot (500 Wilmington Avenue, Wilmington, DE 19801). Designated representatives shall be available at the depot and will be responsible for the receiving of all items. Dinner and snack delivery is to be made between the hours of 12:00 PM and 1:00 PM. To ensure a smooth operation, it will be necessary that the aforementioned delivery schedule be strictly adhered to.

Items delivered out of temperature will cause the entire day's meals to be disallowed.

SITE LOCATION

The Contractor will make all deliveries to the City's Central Depot located at 500 Wilmington Avenue, Wilmington, DE 19801.

TIME PERIOD

Program to commence on Monday, October 1, 2018 and to continue every Monday through Friday until Friday, September 30, 2019. Approximate total of 205 days. The length of the contract will be October 1, 2018 – September 30, 2019. 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.

FOOD REQUIREMENTS

Meals must comply with minimum meal pattern requirements established by the USDA, located in schedule B of this document. The menu, prepared by the sponsor and approved by the state agency, must be strictly adhered to.

GENERAL CONDITIONS

1. Bidder may contact the following individual for additional information concerning this proposal:

Name: **Ms. Tina Austin,**
Department of Finance
Address: **800 North French Street**
Wilmington, DE 19801
Phone: **(302) 576-2420**

2. Bidder must complete cover sheet with all required information.
3. Quantities rendered are approximated to fulfill the requirement for the operating period. The Sponsor reserves the right 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.
4. Contractor shall supply sufficient containers for distribution of milk and lunches to satellite feeding points. These containers are to be Styrofoam or equivalent, with lids. Ice is to be provided where necessary, as determined by the Sponsor, at no additional charge.
5. Deliveries to be made within the designated hours, indicated in basic specification. Emergency situations affecting the contractor's ability to deliver or the Sponsor's ability to receive meals for a reasonable length of time, will be mutually resolved between the contractor, sponsor, and state agency.
6. Successful bidder will have a turnaround time of 24 hours or less for changes in the number of meals (increases and decreases) delivered daily. Counts for the next days' delivery will be called into contractor 2 p.m. daily.
7. Sponsor 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.
8. Successful contractor to provide copy of insurance showing public liability, vehicle liability, and property damage insurance.
9. Hold Harmless: The bidder, if awarded a contract, agrees to protect, defend, and save harmless the Sponsor 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 his 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.
10. All bidders are requested to arrange for site visitations so as to inform themselves of locations and delivery conditions.
11. 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.

I. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

1. 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, that in connection with this procurement:
 - a. 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;
 - b. 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 advertisement procurement, or prior to aware in the case of a negotiated procurement, directly or indirectly to any other offerer or to any competitor;
 - c. 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

1. **Definitions**, as used herein:
 - a. The term "Bid" means the bidder's offer.
 - b. The term "bidder" means a food service management company submitting a bid in response to this invitation for bid.
 - c. The term "contractor" means a successful bidder who is awarded a contract by a sponsor under the CACFP.
 - d. The term "food service management company" in this invitation for Bid and Contract means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program.
 - e. 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.
 - f. The term "Sponsor" means the Service Institution which contracts with the Department of Education to operate and manage the Child and Adult Care Food Program.
 - g. The term "unitized meal" means an individual proportioned meal consisting of a combination of foods meeting the Child and Adult Care Food Program (CACFP) meal pattern requirements (meal 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.

h. Other Terms shall have the meanings ascribed to them in the CACFP regulations 7 CFR 226

2. **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.
3. **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.
4. **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.
5. **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.
6. **Evaluation of Bidders/Award of Contract:**
 - a. The contract will be awarded to that 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.
 - b. The sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
 - c. 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 whose investigation shows is not in a position to perform the contract.
 - d. Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.

7. Late Bids, Modification of Bids, or Withdrawal of Bids

- a. Any bid received after the exact time specified for receipt of bids will not be considered.
- b. 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 the receipt of bids.
- c. 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.

III. SCOPE OF SERVICES

1. United States Department of Agriculture regulations 7 CFR Part 226, entitled Child and Adult Care Food Program is hereby incorporated by reference.
2. Contractor agrees to deliver unitized meals inclusive of milk or juice to central depot, subject to the terms and conditions of this solicitation.
3. All meals furnished must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof.
4. Contractor shall furnish meals as ordered by the sponsor during the period of operation specified on page 1 and as further specified in Schedule A.
5. **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, etc.).
6. **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 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.
7. **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 to this contract.

8. **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.

9. **Noncompliance**

The sponsor reserves the right to inspect and determine the quality of food 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 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 agent shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

The CACFP 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.

10. **Specifications**

d. **Packaging**

- i. 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.
- ii. Cold Meal Unit (or Unnecessary to Heat) – Container and overlay to be plastic or paper and non-toxic.
- iii. Sandwich is to be individually wrapped in addition to the overlay on the container.
- iv. Cartons – Each carton to be labeled. Label to include:

1. Processor's name and address (plant)
2. Item identity, meal type
3. Date of production
4. Quantity of individual units per carton

v. 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.

REVOLUTION FOODS DOES NOT PROVIDE STRAWS. HOWEVER, ALL MEALS ARE SERVED WITH ALL NECESSARY COMPONENTS.

vi. 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.

vii. The sponsor may require that contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers said meal service.

viii. All contractors 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.

ix. 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.

x. 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.

xi. Containers shall be sufficient strength to prevent crushing of food and shall package the meals so that they are completely unexposed to the elements.

11. Delivery

- a. Meals are to be delivered daily, unloaded and placed in the designated location by the contractors' personnel at central depot.
- b. 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.

- c. The sponsor reserves the right to add or delete food service centers by amendment of the initial list of approved centers 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 center. 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.
- d. 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 supper 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.
- e. 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 accepted. Damaged or incomplete meals will not be included when the number of reimbursable meals is determined.
- f. The contract 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.
- g. Hot and cold portions of meals must be delivered at the same time.
- h. 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.
- i. 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.
- j. Hot meals shall be delivered at the site at a temperature of at least 135°F.
- k. The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 135°F until time of site delivery.

12. Food Preparation

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

13. Food Specifications

- a. All meals must meet the food specifications and quality standards as incorporated in the menu cycle (Schedule D).
- b. 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.
- c. Milk and milk products are defined as “. . . pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim, or cultured buttermilk which meets 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

1. Supervision and Inspection of Facility

- a. 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.
- b. 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.
- c. The contract 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.

2. Recordkeeping

- a. 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 before signing the delivery ticket. Invoices shall be accepted by the sponsor only if signed by sponsor's designee at the site.

- b. 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.
- c. 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.
- d. Sponsor shall notify contractor within 24 hours of notification of disallowed meals. This requirement is in no way to be construed so as to impair the independent duty of the state agency to disallow any portion of a claim for reimbursement.

3. Method of Payment

- a. The contractor shall submit its itemized invoices to the sponsor weekly. 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.
- b. The contractor shall be paid by the sponsor for all meals delivered in accordance with this contract and CACFP 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.

4. Bond Requirements

- a. Bid Bonds:
 - i. The bid bond surety may be stated to be for a sum but may be stated to be for a sum equal to 10% of the bid to which it relates. A bid bond or bid security may be stated as a certain stated sum provided that the sum is equal to or greater than 10% of the bid.
- b. Performance Bonds
 - i. The procuring agency may require the successful bidder to execute a good and sufficient bond to the State for the benefit of the agency. The Performance bonds shall be with a corporate surety authorized to do business in this state and be in a sum equal to 100% of the contract award.

5. Insurance

The successful bidder shall procure and maintain the following insurance:

- a. Workers' Compensation in accordance with the laws of the State of Delaware.
- a. 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.
- b. Contractor shall furnish sponsor with such evidence of insurance as sponsor may reasonably require, including insurance covering contractor's contractual liability.
- c. 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. 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.

6. Availability of Funds

The sponsor reserves the right to cancel this contract if the federal funding to support the CACFP 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.

7. Emergencies

- a. 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.
- b. Emergency circumstances at the site precluding utilization of meal 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.

- c. 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.
- d. In 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. Contractor shall be liable to sponsor for all costs incurred in securing such replacement meals.

8. Termination

- a. 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 immediately 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 reprourement action on a competitive basis to arrive at a fair and reasonable price.
- b. 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.
- c. 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.
- d. 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.
- e. 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 (1) 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.

- f. Should contractor default in timely or adequate performance of any of its obligations hereunder, sponsor may, upon notice to contractor and state agency, utilized program payments to satisfy the debt or obligation owed sponsor by contractor.
- g. 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:
 - i. Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
 - ii. Contractor fails to deliver any one meal type on any day without sufficient justification.
 - iii. Ten percent (10%) of a sponsor's sites under this contract, over a one-week period, received meal delivery outside of the approved time.
 - iv. Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).
 - v. Any part of this contract was assigned or subcontracted to another company for the preparation of the meals.
- h. 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.
- i. Sponsor and contractor verify right of state agency to cancel funding if sponsor and/or contractor fail to abide by regulations or this program.

9. Subcontracts and Assignments

- a. 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.
- b. In the event of any assignment, the contract shall remain liable to the sponsor as principal for the performance of all obligations under this contract.
- c. Contractors which prepare and assemble frozen meals designed to be served hot may, with the approval of the State Agency, contract for the eating and delivery of prepackaged meals for hot service. The heating and delivery must be performed by the same contractor.

V. 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 under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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 governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” 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.

1. Sponsors making procurements exceeding \$25,000 must do one of the following to ensure vendors are not debarred or suspended:
2. Check the website www.sam.com then search for the firm to be awarded the contract, and check that they are not excluded (debarred, suspended, or voluntarily excluded) from doing business with Federal grantees, or
3. Develop a certification form; or
4. Include a provision in the contract.

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.

Revised: MAS/JDB 5/2016

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, 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: United States Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, DC 20250-9410

(2) Fax: (202) 690-7442

(3) EMail: program.intake@usda.gov

This institution is an equal opportunity provider.

Insert the following as the rest of the pages
Schedule A (from the folder SFS Forms, School Agreement doc)
Schedule B (New and Current CACFP meal pattern) (2 pages)
Schedule C
Schedule D (Food Product Specifications)

SCHEDULE A

2018 CHILD AND ADULT CARE FOOD PROGRAM

Site Name	Address	City/State	Zip Code	Contact Person
Alice's Community Childcare Center	800 East 7 th Street	Wilmington, DE	19802	Betty Manley
Ark Learning Center	534 Vandever Avenue	Wilmington, DE	19802	Alicia Clark
Bayard School After School Program	200 South DuPont Street	Wilmington, DE	19805	Bruce Dave
Denmark School	501 West 28 th Street	Wilmington, DE	19802	Tori Wallace
Eastside Community Center @ Palmer	1210 Loddell Street	Wilmington, DE	19801	David Scott
Eastside Community School @ Bancroft	700 North Lombard Street	Wilmington, DE	19801	Angela Ringgold
Eastside Community School @ Stubbs Elem School	1100 North Pine Street	Wilmington, DE	19801	Ken Livingston
Family Foundations	1 Fallon Avenue	Wilmington, DE	19804	Surell Holley
Highway Ministries/Hope Outreach	901 East 7 th Street	Wilmington, DE	19801	Jean Everett
Kingswood Community Center	2300 Bowers Street	Wilmington, DE	19802	Nnamdi Chukwuocha
Kuumba Academy Cyber Cafe/After Care	519 North Market Street	Wilmington, DE	19801	Sindia Maldonado
Learning Laboratory	2200 Baynard Boulevard	Wilmington, DE	19802	Erinn Chioma
Little Leaders in Training Academy	1621 North Heald Street	Wilmington, DE	19802	Sheila Bonev
Metropolitan Wilmington Urban League	100 West 10th Street, Suite 710	Wilmington, DE	19801	Natasha Bell
Neighborhood House /Extended Hours Program	1218 "B" Street	Wilmington, DE	19801	Cynthia Williams
NOR / Youth Enterprise	1213 "B" Street	Wilmington, DE	19801	Herman Moffett
Our Children's Learning Center, LLC	802 North Orange Street	Wilmington, DE	19801	Evelyn Hicks
P.S. duPont Middle School	701 West 34th Street	Wilmington, DE	19802	Lewis Cheatwood
Police Athletic League of Wilmington	3707 North Market Street	Wilmington, DE	19802	Alyce Derr
Project Chance @ Warner School	801 West 18th Street	Wilmington, DE	19802	Virginia Lacy
Repair of the Breach	501 East 9 th Street	Wilmington, DE	19801	Karen V. Johnson
Salvation Army Learning Center	400 North Orange Street	Wilmington, DE	19801	Lee Robinson
Scout Reach After Care @ Stubbs	1100 North Pine Street	Wilmington, DE	19801	Gerchelle Fox
Shabac Enrichment	302 West Matson Run Parkway	Wilmington, DE	19802	Pastor Davis
Shortlidge Academy	100 West 18 th Street	Wilmington, DE	19802	Desiree Faison
The Salvation Army Wilmington/Citadel	401 Shipley Street	Wilmington, DE	19801	Felicia Flora
Thomas Edison Charter School	2200 North Locust Street	Wilmington, DE	19802	Antonio Robinson
Tiny Tucks Learning Center	3400 North Market Street	Wilmington, DE	19802	Margaret Minatee
Ujima/Mother African Union Church/Afterschool	812 North Franklin Street	Wilmington, DE	19806	Patricia Butler
Urban Promise – Camp Hope	455 Townsend Street	Wilmington, DE	19801	Joel Orr
Urban Promise – Freedom	2412 Thatcher Street	Wilmington, DE	19802	Kristin Walker
Urban Promise – Saint Josephs/Victory	1012 French Street	Wilmington, DE	19801	Bethany Wolstenholme
Urban Promise After School Program	2401 Thatcher Street	Wilmington, DE	19802	Nichelle Holland
Urban Promise/Camp Amen	1401 "A" Street	Wilmington, DE	19801	Joel Orr
Urban Promise/Camp Harmony/Union Baptist Church	2616 Carter Street	Wilmington, DE	19802	Jacqueline Wolf
Urban Promise/Camp Truth	719 North Shipley Street	Wilmington, DE	19801	Deborah Holcombe
Urban Promise/Haven/Westminster Church	1502 West 13th Street	Wilmington, DE	19806	Vanessa Church
West End Neighborhood House	710 North Lincoln Street	Wilmington, DE	19805	Antwain Flowers
William Hicks Anderson Community Center	501 North Monroe Street	Wilmington, DE	19801	Estella Moody



Schedule B:

Old and New Child and Adult Meal Patterns



Breakfast Meal Patterns

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-15		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup	1 cup	1 cup
Vegetables, fruit, or both	½ cup	¾ cup	½ cup	¾ cup	½ cup	¾ cup	½ cup	¾ cup
Grains	½ serving	¾ oz eq*	½ serving	¾ oz eq*	1 serving	1 oz eq*	2 servings	2 oz eq*

*Meat and meat alternates may be used to substitute the entire grains component a maximum of three times per week.
Oz eq = ounce equivalents

Lunch and Supper Meal Patterns

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-15		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup	1 cup	1 cup*
Meat and meat alternates	1 oz	1 oz	1 ½ oz	1 ½ oz	2 oz	2 oz	2 oz	2 oz
Vegetables	½ cup	¾ cup	½ cup	¾ cup	¾ cup	1 cup	1 cup	¾ cup
Fruit	½ cup	¾ cup	½ cup	¾ cup	¾ cup	1 cup	1 cup	¾ cup
Grains	½ serving	¾ oz eq	½ serving	¾ oz eq	1 serving	1 oz eq	2 servings	2 oz eq

*A serving of milk is not required at supper meals for adults
Oz eq = ounce equivalents

Snack Meal Pattern

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-15		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup	1 cup	1 cup
Meat and meat alternates	½ oz	½ oz	½ oz	½ oz	1 oz	1 oz	1 oz	1 oz
Vegetables	½ cup	¾ cup	½ cup	¾ cup	¾ cup	1 cup	½ cup	¾ cup
Fruit	½ cup	¾ cup	½ cup	¾ cup	¾ cup	1 cup	½ cup	¾ cup
Grains	½ serving	¾ oz eq	½ serving	¾ oz eq	1 serving	1 oz eq	1 serving	1 oz eq

Select 2 of the 5 components for snack.
Oz eq = ounce equivalents

Note: All serving sizes are minimum quantities of the food components that are required to be served.

Schedule B: Old and New Infant Meal

	Old			New	
	0-3 months	4-7 months	8-11 months	0-5 months	6-11 months
Breakfast	4-6 fl oz breastmilk or formula	4-8 fl oz breastmilk or formula 0-3 tbsp infant cereal	6-8 fl oz breastmilk or formula 2-4 tbsp infant cereal 1-4 tbsp vegetable, fruit or both	4-6 fl oz breastmilk or formula	6-8 fl oz breastmilk or formula 0-4 tbsp infant cereal, meat, fish, poultry, whole eggs, cooked dry beans or peas; or 0-2 oz cheese; or 0-4 oz (volume) cottage cheese; or 0-8 oz yogurt; or a combination* 0-2 tbsp vegetable, fruit or both*
Lunch or Supper	4-6 fl oz breastmilk or formula	4-8 fl oz breastmilk or formula 0-3 tbsp infant cereal 0-3 tbsp vegetable, fruit or both	6-8 fl oz breastmilk or formula 2-4 tbsp infant cereal; and/or 1-4 tbsp meat, fish, poultry, egg yolk, cooked dry beans or peas; or ½-2 oz cheese; or 1-4 oz (volume) cottage cheese; or 1-4 oz (weight) cheese food or cheese spread; or a combination 1-4 tbsp vegetable, fruit or both	4-6 fl oz breastmilk or formula	6-8 fl oz breastmilk or formula 0-4 tbsp infant cereal, meat, fish, poultry, whole egg, cooked dry beans or peas; or 0-2 oz cheese; or 0-4 oz (volume) cottage cheese; or 0-8 oz yogurt; or a combination* 0-2 tbsp vegetable, fruit or both*
Snack	4-6 fl oz breastmilk or formula	4-6 fl oz breastmilk or formula	2-4 fl oz breastmilk, formula, or fruit juice 0-½ bread slice or 0-2 crackers	4-6 fl oz breastmilk or formula	2-4 fl oz breastmilk or formula 0-½ bread slice; or 0-2 crackers; or 0-4 tbsp infant cereal or ready-to-eat cereal* 0-2 tbsp vegetable, fruit or both*

*Required when infant is developmentally ready.

All serving sizes are minimum quantities of the food components that are required to be served

SCHEDULE C

2018 CHILD AND ADULT CARE FOOD PROGRAM

PROPOSED EVENING FEEDING PROGRAM 2018-2019

DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
FISH NUGGETS on wheat bread • Strawberry Applesauce • Baby Carrots • Fat Free Ranch Dressing • Milk*	MEATLOAF w/ tomato sauce • Mashed Potatoes • Peach Cup • Wheat Bread • Margarine • Milk*	CHICKEN TENDERS (whole grain) w/ potato wedges • Mixed Fruit Cup • BBQ Sauce • Ketchup • Graham Crackers • Milk*	WHOLE GRAIN WAFFLES W/TURKEY SAUSAGE • Potato Rounds • Diced Pears • Strawberry Yogurt • Syrup. Margarine, Ketchup • Milk*	CRISPY CHICKEN FILLET • Potato Rounds • Wheat Bread • Fresh Orange • Margarine • BBQ Sauce / Ketchup • Milk*
DAY 6	DAY 7	DAY 8	DAY 9	DAY 10
TOASTED CHEESE (low fat) on wheat bread • French Fries • Cinnamon Apples • Ketchup • Milk*	FISH STICKS w/ potato rounds • Fresh Pear • Wheat Bread • Tartar sauce • Ketchup • Margarine • Milk*	SALISBURY STEAK w/gravy • Whole Kernel Corn • Mixed Fruit Cup • Wheat Bread • Margarine • Milk*	TURKEY HAM & CHEESE WHEAT PANINI BREAD • Baby Carrots • Fat Free Ranch Dressing • Mixed Fruit Cup • Milk*	MEATBALLS w//TOMATO SAUCE • Garden Vegetables • Fresh Orange • Hot Dog Bun (wholegrain) • Milk
DAY 11	DAY 12	DAY 13	DAY 14	DAY 15
FISH NUGGETS on wheat bread • Strawberry Applesauce • Baby Carrots • Fat Free Ranch Dressing • Milk*	MEATLOAF w/tomato sauce • Mashed Potatoes • Peach Cup • Wheat Bread • Margarine • Milk*	CHICKEN TENDERS (whole grain) w/ potato wedges • Mixed Fruit Cup • BBQ Sauce • Ketchup • Graham Crackers • Milk*	WHOLE GRAIN WAFFLES W/TURKEY SAUSAGE • Potato Rounds • Diced Pears • Strawberry Yogurt • Syrup. Margarine, Ketchup • Milk*	CRISPY CHICKEN FILLET • Potato Rounds • Wheat Bread • Fresh Orange • Margarine • BBQ Sauce / Ketchup • Milk*
DAY 16	DAY 17	DAY 18	DAY 19	DAY 20
TOASTED CHEESE (low fat) on wheat bread • French Fries • Cinnamon Apples • Ketchup • Milk*	FISH STICKS w/ potato rounds • Fresh Pear • Wheat Bread • Tartar sauce • Ketchup • Margarine • Milk*	SALISBURY STEAK w/gravy • Whole Kernel Corn • Mixed Fruit Cup • Wheat Bread • Margarine • Milk*	TURKEY HAM & CHEESE PANINI BREAD • Baby Carrots • Fat Free Ranch Dressing • Mixed Fruit Cup • Milk*	MEATBALLS w//TOMATO SAUCE • Garden Vegetables • Fresh Orange • Hot Dog Bun (wholegrain) • Milk*

New meal pattern requires ¼ cup vegetables, ¼ cup fruit for lunch/supper.
 * All milk served in the evening feeding program is lowfat.

SCHEDULE C

City of Wilmington

Snack Menu

2		3		4		5		6	
Lemon Quick Bread	2oz	Vanilla Yogurt	4oz	Tortilla Chips	1oz	Goldfish Crackers	1oz	Animal Graham Crackers	1oz
1% White Milk	1cp.	Orange Juice	¾cp.	Apple Juice	¾cp.	Fruit Juice	¾cp.	Apple Juice	¾cp.
9		10		11		12		13	
Multi Grain Sun Chips	1oz	String Cheese	1oz	Tropical Quick Bread	2oz	Cheddar Sun Chips	1oz	Blueberry Muffin	2oz
Grape Juice	¾cp.	Orange Juice	¾cp.	1% White Milk	1cp.	Orange Juice	¾cp.	1% White Milk	1cp.
16		17		18		19		20	
Pretzels	1oz	Lemon Quick Bread	2oz	Vanilla Yogurt	4oz	Tortilla Chips	1oz	Goldfish Crackers	1oz
Grape Juice	¾cp.	1% White Milk	1cp.	Orange Juice	¾cp.	Apple Juice	¾cp.	Fruit Juice	¾cp.
23		24		25		26		27	
Animal Graham Crackers	1oz	Multi Grain Sun Chips	1oz	String Cheese	1oz	Tropical Quick Bread	2oz	Cheddar Sun Chips	1oz
Apple Juice	¾cp.	Grape Juice	¾cp.	Orange Juice	¾cp.	1% White Milk	1cp.	Orange Juice	¾cp.
30		31							
Blueberry Muffin	2oz	Pretzels	1oz						
1% White Milk	1cp.	Grape Juice	¾cp.						

- All items that appear on our menu conform to the new CACFP meal standards. Specific information regarding Quick Breads and all other items on our menus is available.
- All grain products used in the program are whole grains.
- The yogurt used in our program falls within the sugar limits established in the new requirements.

**SCHEDULE D FOOD PRODUCT SPECIFICATIONS
CHILD AND ADULT CARE
FOOD PROGRAM**

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 and Adult Care Food Program.

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.

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**

Rice Flake Cereal (ready to eat): Unsweetened, individual boxes, 3/4 cup each. Made of whole-grain or enriched or fortified cereal.

English Muffin: Made of whole-grain or enriched flour or meal. Weigh at least 40 grams or 1.4 ounces, and contains approximately 35 percent moisture.

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 thiamine, riboflavin, niacin and iron. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW 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, 3/4 cup each. Made from cooked paste or pearled hominy, malt, sugar, and other seasonings. Select unsweetened cereal, made from whole-grain or enriched cereal.

Rye Bread: 2 slices -- whole-grain or enriched bread. Each slice weighs at least 25 grams or 0.9 ounces, and contains approximately 35 percent moisture.

Bagel: Made of whole-grain or enriched flour. Weigh at least 40 grams or 1.4 ounces and contain approximately 35 percent moisture.

Oat Flake Cereal (ready to eat): Unsweetened, individual boxes, 3/4 cup each. Made of whole-grain or enriched or fortified cereal.

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

White Bread (enriched): 2 slices -- Made of flour, shortening, sugar, yeast, salt and water. Contain 62 percent total solids. "Enriched bread" must contain thiamine, riboflavin, niacin and

iron. 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. Each slice weighs at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

Blueberry Muffin: Made of whole-grain or enriched flour or meal. Weigh at least 40 grams or 1.4 ounces without blueberry, and contains approximately 35 percent moisture.

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.

Hamburger Buns (Sesame Seed Buns): 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. Weighs 40 grams or 1.4 ounces containing approximately 35 percent moisture.

Hard Rolls and Dinner Rolls (Soft): 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 the Code of Federal Regulations, Title 21, Part 17. Should have a minimum weight of 40 grams or 1.4 ounces and contain approximately 35 percent moisture.

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.

Orange Juice should be practically free of defects, show no coagulation, having no noticeable seed particles, and have a normal flavor.

Celery Sticks: 4 sticks/each 3 inches long and 3/4 inch wide to equal 1/4 cup serving.

Bright, medium to light color. Fresh, firm, crisp branches. Free from noticeable blemishes or decay.

Carrot Sticks: 6 sticks/each 4 inches long x 1/2 inch wide to equal a 1/4 cup serving.

Select medium to small size roots which are well-shaped, smooth, 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 to 2 1/8 inches in diameter. One nectarine equals 1/2 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 1/2 cup serving (medium). 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 apricots 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 1/2 ounce = 1/4 cup fruit.

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

Tomato Slices: 6 x 7 size. 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 = 1/4 cup. 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 equals 1/2 cup serving. Each banana approximately 1/4 lb.

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

Purple Plum: Two plums equal 1/2 cup serving.

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. One peach equals 1/2 cup (medium).

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 area should have a yellowish cast rather than distinctly green.

Pear: 2 1/4 to 2 3/8 inches diameter. One pear equals 1/2 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 1/2 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 1/2 cup (medium).

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 shrunken and dried flesh.

Grapes: Seedless, 18 grapes equals 1/2 cup, with seeds 12 grapes = 1/2 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. 1164 wedge = 1/2 cup.

Meat/Meat Alternate Specifications

I. 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 Identity, 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 Identity, 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 toast. 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 the 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 produce 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: 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 1/2 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 Standards 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 Standards 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 Health 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 out 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 fully 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. Thurmman'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.

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 I). 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 agent 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.

Specifications (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 1/2 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.

CHILD AND ADULT CARE FOOD PROGRAM

[REDACTED]
BETWEEN
FOOD VENDORS AND PARTICIPATING CACFP CENTERS/SPONSORS

These records must be reported promptly to the institution daily and/or monthly as applicable. The Vendor agrees to also retain records required under the preceding clause for three years after the end of the Fiscal Year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the program available to representatives of the Child Care Institution, the Department of Education (DOE) – Child Nutrition Programs, the United States Department of Agriculture (USDA) – Food and Nutrition Service (FNS) and their representatives for audit or administrative review at a reasonable time and place.

SCOPE OF SERVICES:

- A. **ALL MEALS** furnished must meet or exceed USDA-CACFP Meal Pattern Schedule B (attached).
- B. **DELIVERY** of all foods must be in equipment appropriate for transport and maintenance of temperatures in keeping with DELAWARE PUBLIC HEALTH standards.
- C. **QUANTITIES** of foods delivered must be appropriate by portion size sufficient to serve all age groups of children at the center(s) in keeping with CACFP Meal Pattern Requirements.
- D. **VENDOR** shall furnish meals as ordered by the Child Care Center/Sponsor during the period of:

Beginning Date*	Ending Date*
October 1, 2018	September 30, 2019

- E. Meals shall be delivered with the following non-food items (list other services as required)**:

- 1) Napkins
- 2) Sporks
- 3) Straws
- 4) Trays
- 5) Condiments (Mustard, Ketchup, etc.)
- 6) Other Items***

**CHILD AND ADULT CARE FOOD PROGRAM
 AGREEMENT TO FURNISH FOOD SERVICE
 CACFP INSTITUTION/FOOD VENDOR**

THIS AGREEMENT is made and entered into by and between (Food Vendor) _____
 and the (CACFP Institution) _____

WHEREAS the facilities of the (Institution) _____
 are not adequate for preparing and serving meals to participants, while the facilities of the (Food Vendor)

 are adequate to serve meals to participants from the institution; the (Vendor) _____
 _____ (name) agrees to supply meals (inclusive/exclusive) of milk to (Institution)

in the approximate quantities and at the rates listed herein:

Meal Type	Daily Quantity	Unit Price	Operating Days	Total Cost
Breakfast				
Supplement				
Lunch				
Supper				

It is further agreed that the (Vendor) _____,
 pursuant to the provisions of the Child and Adult Care Food Program regulations, attached copy of
 which is part of this agreement, will ensure that said meals meet the minimum requirements as to
 nutritive value and content, and will maintain full and accurate records that the institution will need to
 meet its responsibility including the following:

1. Menu records, including amount of food prepared.
2. Meals, including daily number of meals delivered by type.

These records must be reported to the institution promptly at the end of the month. _____
 _____ (Vendor) agrees also to retain records required under the
 preceding clause for a period of three years after the end of the fiscal year to which they pertain (or
 longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the
 program available to representatives of the institution, the administering agency, the Office of the
 Inspector General or the General Accounting Office for audit or administrative review at a reasonable
 time and place.

Scope of Services:

- A. All meals furnished must meet or exceed U.S. Department of Agriculture requirements set out in
 Schedule B (attached).
- B. Vendor shall furnish meals as ordered by the CACFP Institution during the period of * _____
 _____ to _____ *

C. Meals shall be delivered with the following non-food items:** _____

D. (List other Services required). _____

* Institution shall insert contract commencement date and expiration date.

** Institution shall list non-food items, e.g., condiments, napkins, plates. Institution shall insert non-food items that are necessary for the meal to be eaten.

This agreement shall be effective as of (date) _____. It may be terminated by notice in writing given by any party hereto to the other parties at least thirty (30) days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

OFFICIAL

FACILITY OFFICIAL

TITLE

TITLE

DATE

DATE

PLEASE ATTACH SAMPLE MENUS FOR EACH MEAL TYPE

CHILD AND ADULT CARE FOOD PROGRAM

[REDACTED]
BETWEEN
FOOD VENDORS AND PARTICIPATING CACFP CENTERS/SPONSORS

This Agreement shall be effective as of _____ (DATE). It may be terminated by notice in writing given by any party hereto to the other parties at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

Name of Vendor Representative <i>(Type or Print)</i>	Name of Child Center/Sponsor Representative <i>(Type or Print)</i>
Signature of Vendor Representative	Signature of Child Center/Sponsor Representative
Title: _____	Title: _____
Date: _____	Date: _____

PLEASE ATTACH SAMPLE MENUS FOR EACH MEAL TYPE

CHILD AND ADULT CARE FOOD PROGRAM

[REDACTED]
BETWEEN
FOOD VENDORS AND PARTICIPATING CACFP CENTERS/SPONSORS

AGREEMENT TO FURNISH MEAL SERVICE

This Agreement is made and entered into by and between:

NAME, ADDRESS AND PHONE NUMBER OF CACFP CENTER/SPONSOR
Wilmington Parks and Recreation Youth and Families Division 500 Wilmington Avenue Wilmington, Delaware 19801

WHEREAS, the facility(ies) of the CHILD CARE CENTER/SPONSOR noted above are not adequate for preparing and serving meals to children, while the facilities of the VENDOR

NAME, ADDRESS AND PHONE NUMBER OF CACFP CENTER/SPONSOR

are adequate to provide meals to the children enrolled at the institution; the VENDOR agrees to supply meals inclusive/exclusive of milk to the center(s) noted above in the approximate quantities and at the rates listed herein:

MEAL TYPE	DAILY QUANTITY	UNIT PRICE	OPERATING DAYS	TOTAL COST
Breakfast				
A.M. Snack				
Lunch				
P.M. Snack	625		204	
Supper	1,150		204	

It is further agreed that the vendor named herein, pursuant to the provisions of the Child and Adult Care Food Program regulations, attached copy that is part of this agreement, will ensure that said meals meet the minimum requirements as to the nutritive value and content, and will maintain full and accurate records that the institution will need to meet its responsibility including the following:

1. **MENU RECORDS**, including daily menus items served as required by the CACFP Meal Pattern.
2. **MEALS**, including daily number of meals delivered by type (i.e. breakfast, lunch snack and/or supper).

PROPOSAL FORM

DATE: 10/2/2018

CONTRACT: 19023PR

Attached hereto is a bid bond in the amount of SIXTY-SIX THOUSAND, FOUR HUNDRED SIXTY-SIX dollars and THIRTEEN cents.

City of Wilmington Business License Number is WILL OBTAIN UPON CONTRACT AWARD

This proposal is submitted with 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.

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.

Item	Approximate Quantity	# of Days	Description	Unit Price	Price
1	1,150	205	Supper/Dinner	\$ 2.39	\$563,442.50
2	625	205	Snacks	\$ 0.79	\$101,218.75
GRAND TOTAL					\$664,661.25

Location of Bidders' Preparation Facility: 50-60 PARKWAY PL.
EDISON, NJ 08837

- List of Equipment:
- ~~Convection Ovens~~
 - ~~Carts~~
 - ~~Racks~~
 - ~~Freezer~~
 - Adequate Refrigeration Units : REVOLUTION FOODS WILL PROVIDE ONE WALK-IN REFRIGERATOR AT THE CENTRAL DROP LOCATION

FIRM: REVOLUTION FOODS, INC.
Corporation, Partnership, Individual

PER: JOYCE HUANG
Name (Typed or Printed)

TITLE: DIRECTOR CONTRACTS

ADDRESS: 8393 CAPWELL DR., STE. 200 OAKLAND, CA 94621

PHONE: 510-545-4196

FAX: N/A

FEDERAL I.D.: 14-1955846

**ADDENDUM TO THE CHILD AND ADULT CARE FOOD PROGRAM
INVITATION FOR BID AND CONTRACT FOR THE FURNISHING OF MEALS**

This addendum made this October 2, 2018 between the Meal Vendor, Revolution Foods, Inc., hereinafter referred to as Revolution Foods and the receiving sponsor, City of Wilmington - Department of Parks and Recreation, hereinafter referred to as the City, is created for the purpose of providing: (check all that apply)

- Breakfast under the Child and Adult Care Food Program for ages 1-2, 3-5 years
- Lunch under the Child and Adult Care Food Program for ages 1-2, 3-5 years
- Snack under the Child and Adult Care Food Program for ages 6-18 years
- Supper under the Child and Adult Care Food Program for ages 6-18 years

It is hereby agreed that the following language is added and incorporated into the contract:

As added to the following sections:

Section III – Scope of Services – 5. Pricing

➤ **Pricing Assumptions**

Financial terms of the contract are based upon existing conditions and the assumptions set forth below. Changes to the following assumptions may result in an adjustment through a formal contract revision or addendum mutually agreed to by the parties in writing. A material change will constitute rebidding.

- a. Changes in City's policies, practices and service requirements that do not result in a material change shall be mutually agreed upon in writing as amended.
- b. The annual number of full serving days and daily meal quantities shall remain consistent and not be less than the numbers specified in the solicitation.
- c. Menu patterns follow the Child and Adult Care Food Program for ages 1-2, 3-5 years for breakfast; for ages 1-2, 3-5 for lunch; for ages 6-18 for snack; and for ages 6-18 years for supper.
- d. There shall be no competitive food and beverage sales during the meal service times for breakfast, lunch, snack and/or supper. Competitive foods are defined as all foods not provided by Revolution Foods during the assigned meal period for the duration of the contract. Suspended service shall result in damages paid to Revolution Foods in the amount equal to the average minimum number of meals per day multiplied by the number of days of suspended service multiplied by the price per meal affected.
- e. City and its school food representatives shall mutually agree on best practices in implementing of the food program.
- f. Legislation, regulations and reimbursement rates that create changes in the nonprofit food service shall remain consistent.
- g. The government reimbursement rates in effect as of July 1 shall remain consistent throughout the year.
- h. Changes to meal components and quantities required by the United States Department of Agriculture shall result in an appropriate adjustment.
- i. Revolution Foods meals are not intended or labeled for retail sale.

➤ **Economic Price Adjustment and Price Negotiation**

At the end of the term, the contract may be renewed in which the meal price will be adjusted, at a minimum, by the Consumer Price Index for all Urban Consumers (CPI-U) for Food Away from Home.

As added to the following sections:

Section III – Scope of Services – 7. Meal Orders

➤ **Meal Ordering and Meal Components**

- a. The number of meals prepared by Revolution Foods will be determined by the quantity ordered by City. City will notify Revolution Foods of the quantity needed for each week no later than 5:00 p.m. of each Tuesday for the following week of service. City will place orders using Revolution Foods online ordering system.
- b. **Field Trips:** Revolution Foods will provide City with sack lunches for field trips when requested at the standard order time of no later than 5:00 p.m. of each Tuesday for the following week of service.
- c. **Special Scheduling:** Special scheduling of meal serving times will require two weeks advance notice. Fees may apply.

➤ **Holidays**

Revolution Foods will not provide hot food service for the following holidays. Revolution Foods will notify City should holidays change. Revolution Foods may offer a shelf stable meal for any or all of these listed holidays and will work with interested parties to make specific arrangements.

- November 22-23, 2018 – Thanksgiving
- December 25-31, 2018 – Winter Holiday
- January 1, 2019 – New Year's Day
- January 21, 2019 – Martin Luther King Jr. Day
- May 28, 2019 – Memorial Day
- July 4, 2019 – Independence Day

As added to the following sections:

Section III – Scope of Services – 8. Meal-Cycle Change Procedures

➤ **Monthly Menu Planning**

- a. No later than one (1) week prior to the end of each month, Revolution Foods will provide to City a monthly menu covering the meals to be served for the following month. Revolution Foods will provide menu documentation no later than one (1) week in advance of service upon written request. This will include:
 - Monthly Menu Portion Detail to demonstrate compliance with Meal Patterns: the Child and Adult Care Food Program for ages 1-2, 3-5 years for breakfast; for ages 1-2, 3-5 for lunch; for ages 6-18 years for snack; for ages 6-18 years for supper.
 - Carbohydrate Report to assist parents and staff in ordering for students with diabetes.
 - Allergen Report tracking the eight commonly recognized allergen components (wheat, dairy, eggs, soy, shellfish, fish, peanuts, tree nuts) as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA) to assist staff in ordering for special meal accommodations.
- b. Menu changes or substitutions may be required due to unforeseen circumstances; in the event a substitution is required, Revolution Foods will communicate the need in writing.
- c. Students with special dietary needs must have on file a signed statement by a medical doctor or a recognized medical authority. Revolution Foods accommodates special needs only regarding food allergies resulting from the (8) major allergens as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA): dairy, soy, peanut, tree nut, fish, shellfish, egg, and wheat. Revolution Foods is not capable of modifying texture, providing items outside of those we source (i.e. nutritional supplements), or changing the nutritional profile of individual menu items or foods to meet any of the needs associated with disabilities. These types of accommodation must be addressed at the program site level, by City. As mutually agreed upon, there may be an additional charge for meal accommodations outside the vegetarian and dairy-free meal alternatives.

As added to the following sections:

Section III – Scope of Services – 10. Specifications for Packaging

- d. Revolution Foods will provide the following in sufficient quantity for the number of meals ordered:
 - Entrées and vegetables will be provided in individually packaged portions
 - Sides including fruit and milk will be provided in bulk

- White milk, choice of 1% or nonfat provided in individual cartons
- Eating utensils
- Napkins
- Condiments as designed with the meal

As added to the following sections:

Section III – Scope of Services – 11. Specifications for Delivery

➤ **Delivery of Meals**

- Revolution Foods will transport meals from the preparation site to City's Central Depot at 500 Wilmington Avenue, Wilmington, DE 19801. The delivery time to City will be agreed upon by both parties.
- Revolution Foods will provide all of the equipment necessary to transport the meals to City. City shall make available for next day pickup any and all property owned by Revolution Foods.
- Revolution Foods will be responsible for the condition and care of meals until City accepts delivery and, thereafter, City will be responsible for maintaining the proper temperature of the meal components until they are consumed.
- City will provide all personnel necessary to accept delivery, serve, and supervise the consumption of meals.
- City shall be responsible for providing all other equipment at City location(s) needed for Revolution Foods to provide Services.

As added to the following sections:

Section IV – General Conditions – 1. Supervision and Inspection of Facility

➤ **Licenses and Permits**

- Revolution Foods will prepare meals at a site that maintains the appropriate state and local health certifications for the facility, and will maintain certification at all times.
- City shall have state or local health certifications as needed for each of their program sites and shall maintain certification for the duration of the agreement.

As added to the following sections:

Section IV – General Conditions – 2. Record Keeping

➤ **Records and Audit**

- City will conduct the free and reduced-price application process, including the distribution, review, approval, and verification of applications for the sites belonging to City. All applications and eligibility requirements will be handled at the site by City. City is responsible for all point of service meal counts and completion of all documents required by the applicable Child Nutrition Program, including making claims for reimbursements.
- Revolution Foods will maintain all necessary records on the nutritional components and quantities of the meals delivered to City and make said records available for inspection by City, State and Federal authorities upon written request. Revolution Foods will retain records for a period of three years from the date of final payment hereunder; except that if any audit finding has not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.
- Revolution Foods will provide to City document requisition support in the event of an audit by the State Department of Education, or local governing entity for reimbursable Child Nutrition Programs, including Administrative Review circumstances. City shall be responsible for notifying Revolution Foods within three (3) business days of receiving any information from a State Agency of an audit, technical assistance or other action. City shall be responsible for forwarding the complete written notification from the governing entity so that Revolution Foods is positioned to best support the requisition request and tailor the support to exactly what is required. Typical document requisition in a formal audit includes support with menus, production records, recipes, labels and product formulation statements.

As added to the following sections:

Section IV – General Conditions – 3. Method of Payment

➤ **Payment Terms**

- a. Revolution Foods will issue itemized electronic invoices for the full cost of the breakfast, lunch, snack and/or supper, plus any additional items ordered, including, but not limited to, milk, snack items, additional utensils, supplies, and any other applicable fees. City shall submit payment to Revolution Foods in such form as required by Revolution Foods within thirty (30) days of receipt of Revolution Foods invoice.
- b. Revolution Foods reserves the right to charge up to a seven percent interest rate (compounded monthly) on any balance left unpaid on an invoice. No food service account funds shall be used for payment of interest or late fees. For avoidance of doubt, failure to pay an invoice is considered a material breach of this agreement.
- c. No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet the specifications, or do not otherwise meet the requirement of the agreement. However, no deduction will be made unless City provides to Revolution Foods in writing of the meal service for which the deduction is to be made, specifying the number of meals for which City intends to deduct payment and setting forth the reasons for the deduction. City shall provide such notice no later than twenty-four hours after the date the meal was served. City shall keep evidence of food items for inspection by Revolution Foods. Credit may be withheld without proper evidence.

As added to the following sections:

Section IV – General Conditions – 8. Termination

➤ **Termination**

- a. Either party may terminate this agreement for cause:
 1. Upon fifteen (15) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or
 2. Immediately if either party becomes insolvent or becomes the subject of any other proceeding, receivership, liquidation or assignment for the benefit of creditors.
 3. Either party may terminate this agreement at any time by giving sixty (60) days written notification to the other party, setting forth the reason and the effective date of termination. Upon such termination, City and Revolution Foods shall make settlement of all amounts due hereunder as follows.
 4. The following shall occur upon termination, whether by cause or convenience:
 - a. Revolution Foods shall be paid according to the invoice issued to City for all meals and services provided through the effective termination date of service.
 - b. City shall pay Revolution Foods all outstanding balances, not in dispute, within fifteen (15) days of the effective date of termination.
 - c. For payments in dispute, City and Revolution Foods shall determine on a case-by-case basis the most equitable solution to both parties.
 - d. The total sum to be paid to Revolution Foods shall not exceed the total agreement price plus settlement costs, reduced by the amount of payments otherwise made, and the agreement price of work not terminated.
 - e. City will return all equipment owned by Revolution Foods immediately upon stoppage of service.

As added to the following sections:

Section IV – General Conditions – 9. Subcontracts and Assignments

➤ **Assignment**

In the event all or substantially all of Revolution Foods' assets are acquired by another company, Revolution Foods shall notify City in writing. Within 30 days, City has the right to continue service under the guidance of the acquirer, or terminate the agreement, effective immediately.

As added to the following sections:

Section V – General Provisions

➤ **Confidentiality and Rights In Data**

- a. During the term of this agreement, Revolution Foods may grant to City a nonexclusive right to access certain proprietary materials of Revolution Foods, including signage, food service surveys and studies, allergen and carbohydrate reports, management guidelines and procedures, operating manuals, software (both owned by and licensed by Revolution Foods), and similar compilations regularly used in Revolution Foods' business operations (trade secrets). City shall not disclose any of Revolution Foods' trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. City shall not photocopy or otherwise duplicate any such material without the prior written consent of Revolution Foods. All trade secrets and other confidential information shall remain the exclusive property of Revolution Foods and shall be returned to Revolution Foods immediately upon termination of the agreement. City shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by City, City specifically agrees that all software associated with the operation of the service, including without limitation, menu systems, accounting systems, and other software, are owned by or licensed to Revolution Foods and not City. Furthermore, City's access or use of such software shall not create any right, title interest, or copyright in such software and City shall not retain such software beyond the termination of the agreement. In the event of any breach of this provision, Revolution Foods shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.
- b. Unless otherwise required by law, subpoena or court order, City shall not disclose any of Revolution Foods' trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. Unless otherwise required by law, subpoena or court order, City shall not photocopy or otherwise duplicate any such material without the prior written consent of Revolution Foods.
- c. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure.
- d. Any discovery, invention, software, or programs paid for by City shall be the property of City.
- e. This provision shall survive termination of this agreement.

➤ **Indemnity**

- a. Revolution Foods agrees to defend, indemnify and hold harmless City and its directors, officers and employees for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Revolution Foods in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.
- b. City agrees to defend, indemnify and hold harmless Revolution Foods and its directors, officers and employees for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of City in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

➤ **Limitation of Liability**

Excluding either party's obligations in indemnification above, in the event either party incurs any expenses, damages or other liabilities in connection with the performance or non-performance of any term or provision hereof or otherwise incurs indemnification obligations under this section, such party's liability to the other party shall not exceed the payments actually paid to Revolution Foods over the previous twelve months. In no event will either party be liable for any special, incidental, consequential or indirect damages or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the failure of essential purpose of any remedies available to either party.

➤ **Force Majeure**

- a. Neither Revolution Foods nor City shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this agreement, "force majeure" means acts of God; acts of the public enemy; acts of a governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes, or illegality.
- b. If any of the above causes an inability for Revolution Foods to deliver meals, City will not be responsible for the cost of un-delivered meals. However, Revolution Foods may suggest an alternative meal solution e.g. delivery from a local sandwich shop, in which case, City shall be fully responsible for payment of the alternate meal solution unless otherwise noted. City shall also be fully responsible for meals delivered but damaged by any of the above causes.

➤ **Severability**

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

➤ **Survival of Certain Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the agreement shall survive such termination or expiration date and shall be enforceable as provided herein.

➤ **Modification and Amendment**

This agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

➤ **Cooperation of the Parties**

- a. Revolution Foods and City agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this agreement. In connection herewith, the parties shall meet to resolve problems associated with this agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.
- b. Any material changes to contract requests will require a formal contract revision or addendum and prices will be adjusted accordingly.

➤ **Choice of Law**

This agreement shall be construed under the laws of the State of Delaware.

➤ **Section Headings**

- a. The section headings or titles are for convenience only and shall have no substantive effect in the interpretation of the agreement.
- b. This following language is hereby incorporated into the following sections:

As added:
Schedule D – Fees

➤ **Equipment**

Both Revolution Foods and City to the following provisions regarding equipment provided by Revolution Foods, henceforth known as "Equipment."

- a. Revolution Foods will provide City with one (1) walk-in refrigerator.
- b. City may request an extension of the rental term, via email or written correspondence, as long as the request is made 30 days to the end of the original term.
- c. Failure to return Equipment on time will result in charges of \$100.00 per item every month.
- d. City agrees to return Equipment to Revolution Foods in working condition and without damage, or be subject to cover the cost of the repairs or replacement of Equipment. Normal wear and tear excepted.
- e. City shall operate Equipment as per the Manufacturer's instructions, keep it clean and shall not alter Equipment in any way.
- f. City shall immediately notify Revolution Foods when Equipment is not in good working order. Revolution Foods will be responsible for coordinating any necessary repair work for the term of the rental.
- g. Revolution Foods shall inspect Equipment twice per academic school year to ensure Equipment is in good condition and operating accordingly.
- h. Revolution Foods will not be responsible for any damage to persons or property of City caused by use of Equipment by City.

➤ **Fees**

Any of the following fees described below and charged to City shall not be paid from the non-profit food service account pursuant to 2 CFR 200.441. Fee shall be paid from City's general funds. Fees described below shall apply to each affected delivery site location(s) as listed.

1. Calendar Management

- a. City shall provide Revolution Foods with a calendar for the school year no later than thirty (30) days prior to the beginning of service, and by June 1 in renewing years. Failure of City to provide Revolution Foods with the calendar will result in a \$50 fee. Failure to provide the calendar prior to the service start date will result in a \$250 fee.
- b. City shall block out non-service off-days accordingly for each site no later than thirty (30) days prior to the beginning of service using the systems and tools provided by Revolution Foods' online ordering system. Revolution Foods may block out non-service off-days on behalf of City and will charge a \$250 fee.
- c. City shall notify Revolution Foods of additional events not captured on the initial calendar in which meal times or normal operations may be affected for the following month. For example, City shall notify Revolution Foods by September 1st for events occurring in October. Failure of City to notify Revolution Foods of additional events will result in a fee equal to 50% of the meal price times the average minimum number of meals per day as listed in the Unit Price Schedule for the applicable meal. If the average minimum number of meals per day is a combined minimum across multiple delivery sites, the number shall be divided evenly across sites for the purpose of this calculation only.

2. New Order Placement after Deadline

- a. New orders placed after the stated deadline of Tuesday 5:00 p.m. will be charged the following:
 - First time orders placed after the deadline will not incur an additional charge.
 - Late order placements occurring the second and third time will incur a \$50 charge.
 - Late order placements occurring on/after the fourth incident will incur a \$100 charge.
- b. As a valued partner, Revolution Foods will do its best to accommodate the request. All late orders are subject to product availability – Revolution Foods may suggest an alternative meal if the requested meal is not available.

3. Order Increase

- a. Order increases made after the stated deadline of Tuesday 5:00 p.m. will be charged the full applicable meal price listed plus an additional \$50.
- b. Revolution Foods will do its best to accommodate the request. Order increases are subject to product availability – Revolution Foods may suggest an alternative meal if the requested meal is not available.

4. **Order Cancellation or Decrease**

Because food is prepared fresh daily, Revolution Foods reserves the right to charge either a portion or the full price per meal for any order cancellations or decreases.

- a. Revolution Foods understands that extenuating circumstances may occur in which City shall have a need to decrease the number of meals ordered. Revolution Foods will partner with City to accommodate order decreases that occur after the stated deadline of Tuesday 5:00 p.m. in which meals are not needed within 48 hours. The order decrease shall not exceed 50% of the original order.
- b. Order decreases occurring on/after the fourth incident will incur the full applicable meal price listed plus an additional 10% surcharge.
- c. For cancellations and decreases that occur after the stated deadline of Tuesday 5:00 p.m., and within 48 hours of when meals are to be delivered:
 - First time order cancellations and decreases will be charged 50% of the applicable meal price.
 - Second time order cancellations and decreases will be charged the full applicable meal price.
 - Order cancellations and decreases occurring on/after the third incident will incur the full applicable meal price plus an additional 10% surcharge.

5. **Convenience Fee**

Revolution Foods reserves the right to charge a convenience fee of up to 10% per meal for changes after the stated deadline of Tuesday 5:00 p.m. that affect operations, but do not result in an increase or decrease in the number of meals originally ordered. An example of this may be changing regular lunch meals ordered to fieldtrip lunches.

6. **Supplies**

As stated, Revolution Foods will provide the necessary utensils, napkins, paper supplies and condiments in sufficient quantity for the number of meals ordered. Any depletion of supplies outside the meal program will be charged to City at full case value.

7. **Inclement Situations**

- a. **Forecasts Calling for Next Day Inclement Weather** – Program sites must contact the Revolution Foods' designated contact via telephone or email (in non-urgent cases) to report possible weather interruptions.
- b. **For All Program Sites Initiating Weather Closure Process** – Revolution Foods will offer to refund the cost of the meals ordered *if cancelled by 10AM preceding the day of service. Meals cancelled between 10AM and 5PM the previous day will receive a 50% refund.*
- c. **Local Announcement that School(s) will Remain Closed For Consecutive Days** – Program sites must contact Revolution Foods each day of closure by 10 AM to determine plans for the following day and to discuss the upcoming menus and delivery schedule for the when classes resume. The same weather related order cancellation and refund policy applies. Menus are subject to change.
- d. **Communication to Program Administrators** – To best serve students' needs, all communication to Revolution Foods regarding cancellation of planned meal services must be made in email/writing to the designated Revolution Foods contact. In the event that the program site is open but road conditions are poor, Revolution Foods will do everything in its power to ensure that students have access to healthy, fresh meals in time for normal meal service. To do so, Revolution Foods reserves the right to alter routes and delivery times at its discretion. Revolution Foods team will work with City closely to ensure coordinated delivery in this instance.

The parties hereto are fully authorized and have executed this agreement:

Name and Title of Revolution Foods Official	Telephone Number
Joyce Huang, Director Contracts	(510) 545-4196
Signature of Revolution Foods Official	Date
Name and Title of City Official	Telephone Number
Signature of City Official	Date

ANTI-COLLUSION AFFIDAVIT

STATE OF California)

COUNTY OF Alameda)

JOYCE HUANG, of lawful age, being first sworn on oath say, that she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Joyce Huang

Signed

Subscribed and sworn before me this 29TH day of SEPTEMBER, 2018.

Notary Public (or Clerk or Judge) *Jennifer Elizabeth Herman* JENNIFER ELIZABETH HERMAN

My commission expires 07/07/2019

JENNIFER ELIZABETH HERMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20114638884
MY COMMISSION EXPIRES JULY 07, 2019

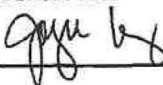
CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

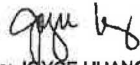
NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
REVOLUTION FOODS, INC.	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
JOYCE HUANG	
SIGNATURE	DATE
	10/2/2018

NOT APPLICABLE

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial offering b. material change For Material Change Only: Year Quarter Date of last report
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity <i>(If Individual, last name, first name, MI):</i> (Attach continuation sheet(s) if necessary)	b. Individuals Performing Services <i>(Incl. Address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Amount of Payment <i>(check all that apply):</i> \$ Actual Planned	13. Type of Payment <i>(check all that apply):</i> a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify:	
12. Form of Payment <i>(check all that apply):</i> a. cash b. in-kind; specify: nature value		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11: (Attach continuation sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes No		
16. Information requested through this form is authorized by article 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 reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: JOYCE HUANG Title: DIRECTOR CONTRACTS Telephone No: 510-545-4196 Date: 10/2/2018	
Federal Use Only:		Authorized for Local Reproduction of: Standard Form - LLL

City of Wilmington

KEVIN F. KELLEY, SR.
DIRECTOR
PARKS AND RECREATION



WAYNE B. JEFFERSON
DEPUTY DIRECTOR
PARKS AND RECREATION

MICHAEL S. PURZYCKI
Mayor

MEMORANDUM

TO: Tina M. Romano-Austin
Department of Finance
Procurement Division

FROM: Kevin F. Kelley Sr., Director *KK*
Department of Parks & Recreation

DATE: October 8th, 2018

RE: CONTRACT 19023PR Revolution Foods Inc.,

The Department of Parks and Recreation has evaluated the bids received in reference to Contract 19023PR. Two vendors, Preferred Meal Systems, Inc. and Revolution Foods Inc., submitted bids for the same total amount based upon the same cost per meal of \$2.39 for Supper/Dinner and \$.79 for Snack for a grand total of \$664,661.25. Based upon an analysis of which vendor will better suit the City's needs, the Department of Parks and Recreation recommends awarding Contract 19023PR to Revolution Foods Inc.

Should you require additional information, please feel free to let me know.

Cc: Nicole R. Adams, Manager Youth & Families Division
Wayne B. Jefferson, Deputy Director, Parks and Recreation
Catrina Woody-Philips- Park Financial Administrator
Carmen L. Ferguson-Administrative Assistant

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 19023PR is on this 8th of October 2018 awarded to Revolution Foods Inc. in the amount of \$664,661.25 as per Proposal dated 10/2/18 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 9/11/18.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 9/11/18 & 9/18/18 stated that bids would be opened at 3:00 p.m. on 10/2/18
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 and Department not represented desiring to make the purchase at 3:00 p.m. on 10/2/18. Other persons present at the opening of the bids were: Tina Austin, Phil Ceresini & Toni Cleaver
4. Bids were submitted by the following contractors in the following amounts:

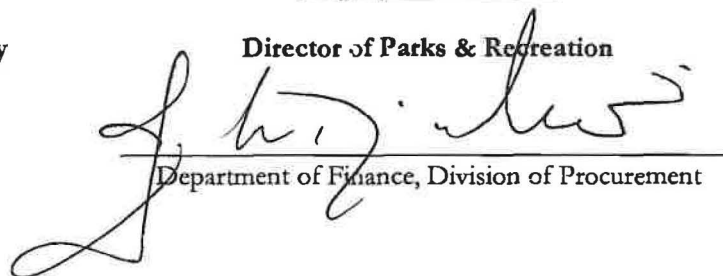
<u>Contractor</u>	<u>Address</u>	<u>Date of Bid</u>	<u>Amount</u>
Revolution Foods	Oakland, CA	10/2/18	\$664,661.25
Preferred Meals	Moosic, PA	10/2/18	\$664,661.25

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 Department of Parks & Recreation 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>
Kevin Kelley	Director of Parks & Recreation	10/8/18



Department of Finance, Division of Procurement

REVOLUTION FOODS, INC.

**ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF
DIRECTORS IN LIEU OF FIRST MEETING**

June 16, 2006

Pursuant to Sections 108(c) and 141(f) of the Delaware General Corporation Law and the bylaws of Revolution Foods, Inc., a Delaware corporation (the "Company"), the undersigned, constituting all the members of the board of directors of the Company (the "Board"), hereby adopt the following resolutions:

Ratification of Actions of Incorporator

RESOLVED: That every action that has been taken or authorized with respect to the Company by the Incorporator (including, but not limited to, the initial incorporation of the Company, the election of directors and the adoption of the bylaws) is ratified.

Minute Book

RESOLVED: That the Company will maintain as part of its corporate records a book entitled "minute book" or "corporate records", which will include certified copies of its certificate of incorporation and bylaws and any amendments thereto, minutes and notices of all meetings, and actions by written consent, of the Board, committees of the Board and stockholders, and any other records which the Secretary of the Company deems advisable to be maintained in such book.

Size of Board

RESOLVED: That the Board will consist of three members.

Appointment of Officers

RESOLVED: That the following persons are elected as officers of the Company to the offices set forth opposite their respective names, to serve until their respective successors are duly elected and qualified or until any such officer's earlier resignation or removal:

President and Chief Executive Officer	:	Kristin Groos Richmond
Chief Financial Officer	:	Kirsten Tobey
Secretary	:	Kirsten Tobey

Authority of Officers

RESOLVED: That, in accordance with the powers of the officers specified in the Company's bylaws, the officers of the Company are authorized to execute and deliver any agreement in the name of the Company and to otherwise obligate the Company with respect to the business of the Company, within general guidelines and budgets approved by the Board; *provided, however,* that the Board may adopt from time to time specific limitations on the authority of such officers.

This action by unanimous written consent may be executed in any number of counterparts, each of which shall be an original instrument. This action by unanimous written consent shall be filed with the minutes of the proceedings of the Board and shall be effective as of the date first above written.

Dated: June 16, 2006




Kristin Groos Richmond

Kiraten Tobey

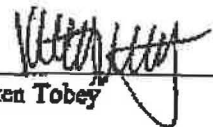
William Rosenzweig

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Dated: June 16, 2006



Kristin Groos Richmond



Kirsten Tobey

William Rosenzweig

This action by unanimous written consent may be executed in any number of counterparts, each of which shall be an original instrument. This action by unanimous written consent shall be filed with the minutes of the proceedings of the Board and shall be effective as of the date first above written.

Dated: June 16, 2006

Kristin Groos Richmond

Kirsten Tobey



William Rosenzweig

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "REVOLUTION FOODS, INC.", FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF JUNE, A.D. 2006, AT 6:51 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

4173700 8100

060585498



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4836183

DATE: 06-19-06

Client#: 443052

REVOLFOODS

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins Agency LLC 1340 Treat Blvd #250 Walnut Creek, CA 94597	CONTACT NAME: Felicia McAroy PHONE (A/C, No, Ext): 925 482-9300 E-MAIL ADDRESS: Felicia.McAroy@MarshMMA.com	FAX (A/C, No): 925 482-9390													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Prop Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER C : Redwood Fire and Casualty Insurance Co</td> <td>11673</td> </tr> <tr> <td>INSURER D : Berkshire Hathaway Homestate Ins Co</td> <td>20044</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Prop Casualty Co of America	25674	INSURER B : Aspen American Insurance Company	43460	INSURER C : Redwood Fire and Casualty Insurance Co	11673	INSURER D : Berkshire Hathaway Homestate Ins Co	20044	INSURER E :		INSURER F :
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INSURED
 Revolution Foods, Inc.
 8393 Capwell Drive, Suite 200
 Oakland, CA 94621

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6307J044339	08/01/2018	08/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			8107J044339	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CX006H518	08/01/2018	08/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			REWC914368	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> 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
D	Y/N <input checked="" type="checkbox"/> N N/A			REWC914383 (FL/WA)	08/01/2018	08/01/2019	
A	Auto Deductibles Physical Damage Comp/Collision			8107J044339	08/01/2018	08/01/2019	\$1K Private Passenger \$5K Light Trucks/Vans \$10K All Other Vehicles

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Wilmington is included as Additional Insured (General Liability), per the attached.

CERTIFICATE HOLDER 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 <i>Jennifer Christensen</i>
--	---

INSURED: Revolution Foods, Inc.

POLICY#: 6307J044339

POLICY PERIOD: 08/01/2018

TO: 08/01/2019

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR COMMERCIAL INDUSTRIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A.** Broadened Named Insured
- B.** Blanket Additional Insured – Broad Form Vendors
- C.** Damage To Premises Rented To You
 - Perils of fire, explosion, lightning, smoke, water
 - Limit increased to \$300,000
- D.** Blanket Waiver Of Subrogation
- E.** Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
- F.** Blanket Additional Insured – Lessors Of Leased Equipment
- G.** Incidental Medical Malpractice
- H.** Personal Injury – Assumed By Contract
- I.** Amended Bodily Injury Definition
- J.** Bodily Injury To Co-Employees And Co-Volunteer Workers
- K.** Aircraft Chartered With Crew
- L.** Non-Owned Watercraft – Increased From 25 Feet To 50 Feet
- M.** Increased Supplementary Payments
 - Cost of bail bonds increased to \$2,500
 - Loss of earnings increased to \$500 per day
- N.** Medical Payments - Increased Limit
- O.** Knowledge And Notice Of Occurrence Or Offense
- P.** Unintentional Omission
- Q.** Reasonable Force – Bodily Injury Or Property Damage

PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

2. The following replaces Paragraph **4.a.** of **SECTION II – WHO IS AN INSURED**:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

B. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

COMMERCIAL GENERAL LIABILITY

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in "your products" made intentionally by such vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (7) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

C. DAMAGE TO PREMISES RENTED TO YOU

- 1. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY IN-

JURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance.

This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

3. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from such fire, explosion, or lightning; or
- (5) Water.

is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

E. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have

COMMERCIAL GENERAL LIABILITY

signed and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

G. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services" to a person.

2. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services".

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to any "bodily injury" arising out of any providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide "incidental medical services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide "incidental medical services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**.

H. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The following replaces Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

e. Contractual Liability

"Personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for damages because of "personal injury" assumed in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of Paragraph 2. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

3. The following replaces Paragraph 2.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of

the insured and the interests of the indemnitee;

4. The following replaces the first subparagraph of Paragraph f. of the definition of "insured contract" in the DEFINITIONS Section:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

I. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

J. BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraph (1)(a) above does not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

K. AIRCRAFT CHARTERED WITH CREW

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

L. NON-OWNED WATERCRAFT

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

COMMERCIAL GENERAL LIABILITY

- (2) A watercraft you do not own that is:
 - (a) Fifty feet long or less; and
 - (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) Fifty feet long or less; and
- (2) Not being used to carry any person or property for a charge.

M. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

N. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- (a) \$10,000; or
- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of **Section II – Who Is An Insured:**

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e.(1) or (2) above discov-

ers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

P. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice

your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

Q. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

LICENSE NO. 2012603713 DORBL

STATE OF DELAWARE

VALID

POST CONSPICUOUSLY

DIVISION OF REVENUE

01/01/16 - 12/31/18
NOT TRANSFERABLE

DLN: 16 60623 95

BUSINESS CODE 373
GROUP CODE 377

LICENSED ACTIVITY
WHOLESALE-FOOD (EXCEPT PROCESSOR)
WHOLESALE-ANY PRODUCTS

DATE ISSUED: 03/21/16

VALIDATED

2018

LICENSE FEE: \$ 225.00

MAILING ADDRESS

BUSINESS LICENSE

BUSINESS LOCATION

REVOLUTION FOODS, INC.
8393 CAPWELL DR STE 200
OAKLAND CA 94621-2123



REVOLUTION FOODS, INC.
8393 CAPWELL DR STE 200
OAKLAND CA 94621-2123

IS 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 14195 5846 001

Business Code 373
Group Code 377

Licensed Activity
WHOLESALE-FOOD (EXCEPT PROCESSOR)
WHOLESALE-ANY PRODUCTS

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. 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. 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.



**NEW JERSEY DEPARTMENT OF HEALTH
CONSUMER AND ENVIRONMENTAL HEALTH SERVICE**

0731337

P.O. Box 369, Trenton, New Jersey 08625-0369

LICENSE / PERMIT

**THE FOLLOWING, PURSUANT TO N.J.S.A. 24:15-1 IS HEREBY AUTHORIZED TO
OPERATE A: FOOD - COSMETIC ESTABLISHMENT**

LOC: 50-60 PARKWAY PL
EDISON, NJ 08837-

REVOLUTION FOODS, INC
REVOLUTION FOODS
8393 CAPWELL DR
OAKLAND, CA 94621-

LICENSE/PERMIT: 0014995

DATE ISSUED: 04/10/2018

EXPIRES ON: 04/30/2019

Establishment Copy



License #: _____

TOWNSHIP OF EDISON

DIVISION OF HEALTH

SANITARY INSPECTION REPORT

REVOLUTION FOODS

50-60 PARKWAY PLACE

Name of Establishment

Address

SATISFACTORY

DETAILED SUPPORTING DATA SHEETS ARE AVAILABLE UPON REQUEST
ON THESE PREMISES AND AT THE LOCAL DEPARTMENT OF HEALTH

EDISON DEPARTMENT OF HEALTH
100 MUNICIPAL BLVD.
EDISON, NEW JERSEY 08817
JAY P. ELLIOT, DIRECTOR
732 248-7273

LESTER H. JONES
A-538

Name of Inspecting Official

MARC TARAZEVITS

REHS

Inspection Date :

4/9/2018

Signature of Inspecting Official

Marc Tarazevits *Edison* 6-2387

Permanent Reg. No

B-2187

HEALTH OFFICER

NOTE:

In accordance with the State Sanitary Code, this "report shall be posted in a conspicuous place near the public entrance of the establishment." Specific references in the Detail Data Sheets are to Chapter 24 of the State Sanitary Code. (N.J.A.C. 8:24)

FORM OF BOND

Know All Men By These Presents, That We, _____

Revolution Foods INC-----

8393 Capwell Drive Ste 200 Oakland, CA 94621

as principal, and _____

Platte River Insurance Company - 2121 N. California Blvd., Suite 300 Walnut Creek, CA 94596

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 **Six Hundred Sixty-Four Thousand, Six Hundred and Sixty-One Dollars and 25/100 (\$664,661.25)** to 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 30th day of October, 2018

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 **19023PR "CACFP at Risk Child and Adult Care Food Program"** dated 26th day of October 2018, 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.

Any 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 hereunder, notice to the Surety of any forbearance, being hereby expressly waived.

Notwithstanding any provisions to the contrary, this bond is for the term beginning October 26, 2018 and ending October 26, 2019. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.

Signed, sealed and delivered
in the presence of:

See attached
Witness

Revolution Foods Inc.,

By: 

KRISTIN RICHMOND

Name Typed or Printed

Platte River Insurance Company

Surety Company

By: 

Attorney-In-Fact (Seal)

Leona Evangelista

Address:

Three Embarcadero Center, Suite 600
San Francisco, CA 94111

Telephone:

(415) 588-4185

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

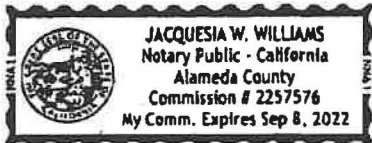
State of California

County of Alameda }

On November 5, 2018 before me, Jacquiesia W. Williams Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kristin Richmond
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

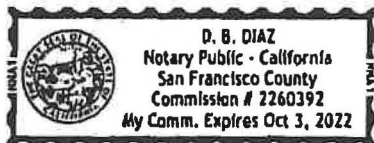
State of California

County of San Francisco)

On October 30, 2018 before me, D. B. Diaz, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Leona Evangelista
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature D. B. Diaz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer is Representing:

Signer's Name:

- Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer is Representing:

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41396892

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

SAUNDRA L. GINGRAS; ADAM D. MCDONOUGH; LEONA EVANGELISTA; LAURA L. PLAISANT; JEFF PREVOST

its true and lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent

Suzanne M. Broadbent
Assistant Secretary



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 30th day of October, 2018



Antonio Celi

Antonio Celi
General Counsel, Vice President & Secretary

----- CONTRACT-----

THIS AGREEMENT, made the 30th day of October in the year Two Thousand Eighteen 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 Revolution Foods Inc., party of the second part (hereinafter designated the Contractors)

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 19023PR "CACFP at Risk Child and Adult Care Food Program" for the Parks & Recreation Department in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date 9/11/18 & 9/18/18 and specifications identified as Contract No. 19023PR and by the signatures of the parties hereto, are, together with the said Advertisement for Bids, Instructions to Bidders, Forms of Proposal, 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 Six Hundred Sixty-Four Thousand, Six Hundred and Sixty-One--
-----Dollars and 25/100 (\$664,661.25) as per Proposal dated 10/2/18 to the Department of Finance, Division of Procurement and Records.

Article 3. In the performance of this Contract, the parties agree that they shall not discriminate or harass, permit discrimination or harassment, against any person because of age, sex, marital status, race, religion, color, national origin or sexual orientation.

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 Director of Parks and 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:

See attached

Witness

Ashley

THE CITY OF WILMINGTON

By: [Signature]
Michael S. Purzycki, Mayor

ATTEST:

Maribel Sejo
City Clerk

Revolution Foods, Inc

SEE ATTACHED.

Witness

By: [Signature]
President (Seal)

ATTEST:

[Signature]
Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

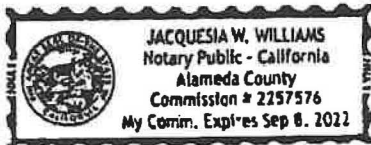
State of California

County of Alameda }

On October 26, 2018 before me, Jacquiesia W. Williams Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kevin Cross Richmond
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the Instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the Instrument.



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney In Fact

Individual Attorney In Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

Wilmington, Delaware
November 21, 2019

#4746 **WHEREAS**, public and private educational institutions have been profiting off
Sponsor: collegiate level athletes for decades, yet the National Collegiate Athletic Association (NCAA)
Council prohibits said athletes from receiving financial compensation from the use of their name,
Member image, and likeness; and
Turner

Co-Sponsors: **WHEREAS**, collegiate level athletes – Student Athletes - are also prohibited from
Council signing licensing contracts, brand endorsement deals, and from hiring agents; and
Members

Harlee **WHEREAS**, California Governor Gavin Newsom signed Senate Bill 206- Fair Pay to
Gray Play Act- into law which allows for collegiate level athletes to hire agents and financially
benefit from endorsements; and

WHEREAS, Pennsylvania legislators have recently proposed House Bill 1909 which
will institute a Fair Play to Pay Act in Pennsylvania’s college institutions; and

WHEREAS, other states in the nation such as New Jersey, Florida, and Illinois are
also expressing interest in similar legislation, including New York which currently has a
similar bill in their Senate; and

WHEREAS, five out of the eight higher educational institutions in the state of
Delaware are members of the NCAA: Delaware State University, Goldey–Beacom College,
University of Delaware, Wesley College, and Wilmington University. In addition, Delaware
Technical Community College is a member of the National Junior College Athletic
Association; and

WHEREAS, athletics are an important part of the collegiate experience and in 2018
brought in a nationwide revenue of \$14 billion, which is up from \$3 billion in 2003. However,

\$1.2 billion of that revenue was spent on coach salaries and the remaining \$936 million was spent on athlete student aid; and

WHEREAS, each of Delaware’s NCAA accredited institutions have championship competing and winning teams playing basketball, cross country, football, golf, soccer, softball, track and field, tennis, and volleyball; and

WHEREAS, teams and athletes from each institution have been nationally recognized in other ways. Wilmington University’s cheerleading team was named the Universal Cheerleading Association's national champions for five consecutive years between 2012 and 2017; 5 athletes at Goldey-Beacom College have been recognized as Academic All-American Athletes; and several professional MVPS and record holders first played at Delaware State University; and

WHEREAS, since the year 2000, almost 100 Delaware collegiate athletes have been inducted into the Delaware Sports Hall of Fame, including: eight-time baseball league all-star and three-time MVP Wilbert “Bunny” Miller; softball outfielder and Delaware Technical Community College alumnus Dionna Harris who played on the only Olympic softball team to ever win a gold medal; Ann Marie (Annie) Igo Rizzo who played on the first women’s sports teams at the University of Delaware; football player Mike Brown who lead the Blue Hens into an undefeated season; and football lineman Frank Burton Sr. whose son now plays football for the University of Delaware; and

WHEREAS, The numerous athletes in the Hall of Fame, or who have competed on championship winning teams, or who currently play on professional teams would have all benefited greatly from Fair Pay to Play policies during their college years- particularly those student athletes who were from low-to-moderate income families that experienced economic

hardships prior to and during their son or daughter being selected into a collegiate athletic program; and

WHEREAS, collegiate athletes in the nation, including those in the State of Delaware, receive little to no recompense despite the great amount of benefits they bring to their educational institution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the City Council strongly supports California’s Senate Bill 206, Pennsylvania’s House Bill 1909, and both states’ efforts to support their large population of collegiate athletes. In addition, the City Council urges the State of Delaware to begin the process of drafting similar legislation to show our support for the collegiate athletes attending institutions in our state of Delaware.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution expresses strong support from the Wilmington City Council for California and Pennsylvania’s recent steps to enact Fair Pay to Play Acts. In addition, City Council urges the State of Delaware to join other states in the nation as they draft Fair Pay to Play Acts to support their collegiate athletes.

AN ORDINANCE TO AMEND CHAPTER 36 TO REPEAL BEGGING AND PANHANDLING PROVISIONS FROM THE WILMINGTON CITY CODE

#4747

WHEREAS, the Supreme Court of the United States of America has held

Sponsor:

that begging is protected speech under the First Amendment to the United States

**Council
Member**

Constitution; and

Johnson

WHEREAS, Council for the City of Wilmington recognizes an individual's

Co-Sponsor:

right to engage in the lawful act of begging; and

**Council
President
Shabazz**

WHEREAS, it is not the City of Wilmington's policy to arrest individuals for, or otherwise prohibit, lawful conduct, but rather to address unlawful conduct, including but not limited to disorderly conduct, assault, menacing, harassment and trespass; and

WHEREAS, said unlawful conduct is specifically prohibited in the Wilmington City Code and Delaware State Code; and

WHEREAS, in light of the foregoing, Council deems it proper to repeal the provisions of the Wilmington City Code relating to begging.

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

SECTION 1. Chapter 36 of the Code is hereby amended by deleting the stricken language and adding the underlined language to read as follows:

Sec. 36-68. - Loitering.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Public place means an area generally visible to public view and including streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots,

automobiles, while moving or not, within 50 feet of buildings which are single-family or multifamily residences, or which are open to the general public and which serve food or drink for consumption on or off the premises, or which provide entertainment, and the doorway and entrances to such buildings and the grounds enclosing them, or any other area either publicly owned or to which the public has access or any vacant property in either a residential or commercial district as designated by section 48-96 of this Code.

- (b) *Prohibited behavior.* A person is guilty of loitering under this section when, within 50 feet of a single-family or multifamily residence, or within 50 feet of a business which is open to the general public and which serves food or drink for consumption on or off the premises or which provides entertainment, or within 50 feet of any vacant property in either a residential or commercial district:
- (1) The person fails or refuses to move on when lawfully ordered to do so by any police officer;
 - (2) The person stands, sits idly or loiters upon any pavement, sidewalk or crosswalk, or stands or sits in a group or congregates with others on any pavement, sidewalk, crosswalk, or doorstep, in any street or way open to the public in this city so as to obstruct or hinder the free and convenient passage of other persons walking, riding or driving over or along such pavement, walk, street or way, and shall fail to make way, remove or pass, after reasonable request from any other person;
 - ~~(3) The person loiters, remains or wanders about in a public place for the purpose of begging;~~
 - ~~(4)~~ (3) The person loiters or remains in a public place for the purpose of solicitation as set forth in section 36-93; or
 - ~~(5)~~ (4) The person loiters, prowls, wanders or creeps in a place at a time or in a manner not usual for law-abiding individuals under circumstances that warrant alarm for the safety of persons or property in the vicinity. Unless flight by the accused or other circumstances make it impracticable, a police officer shall, prior to any arrest for an offense under this subsection, afford the accused an opportunity to dispel any alarm which would otherwise be warranted, by requesting him to identify himself and explain his presence or conduct. No person shall be convicted of an offense under this subsection if the police officer did not comply with the preceding sentence, or if it appears that the explanation given by the accused was true and, if believed by the police officer at the time, would have dispelled the alarm.
- (c) *Notice to the public.* The owner or proprietor of any business which is included within the provisions of this section shall post a sign or signs in the business premises which shall clearly state for customers to read the prohibition of loitering under this section and the penalties for violation thereof.

- (d) *Penalties.* Any person who violated the provisions of this section shall be fined \$250.00 for his first offense, \$500.00 for a second offense, \$750.00 for a third offense, and \$1,000.00 for every subsequent offense. These fines shall not be subject to suspension or reduction for any reason. The current offense shall be considered a subsequent offense to any offense or offenses for the same violation which have occurred within the past five years.

SECTION 2. Chapter 36 of the Code is hereby amended by striking Article VII (§§ 36-221 through 36-227) in its entirety and re-numbering Articles VIII and IX as follows:

~~ARTICLE VII. — OFFENSES INVOLVING REGULATIONS OF PANHANDLING AND FRAUDULENT SOLICITATION~~

~~Sec. 36-221. — Definitions.~~

~~For purposes of this article and the sections thereof, "panhandling" is defined as any solicitation made in person requesting an immediate donation of money. Purchase of an item for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is in substance a donation, is a donation for the purposes of this article. Panhandling does not include passively standing or sitting with a sign or other indication that one is seeking donations, without addressing any solicitation to any specific person other than in response to an inquiry by that person.~~

~~Sec. 36-222. — Time of panhandling.~~

~~Any person who panhandles after sunset or before sunrise is guilty of a violation of this article of this chapter of the city Code.~~

~~Sec. 36-223. — Place of panhandling.~~

~~Any person who panhandles when the person solicited is in any of the following places is guilty of a violation of this article:~~

- ~~(1) At any bus stop or train stop;~~
- ~~(2) In any public transportation vehicle or facility;~~
- ~~(3) In any vehicle on any city street; or~~
- ~~(4) On private property, unless the panhandler has permission from the owner or the occupant.~~

~~Sec. 36-224. Manner of panhandling.~~

~~Any person who panhandles in any of the following manners is guilty of a violation of this article:~~

- ~~(1) By coming within three feet of the person solicited until that person has indicated that he or she does wish to make a donation;~~
- ~~(2) By blocking the path of the person soliciting along a sidewalk or street;~~
- ~~(3) By following a person who walks away from the panhandler;~~
- ~~(4) By using profane or abusive language, either during the solicitation or following a refusal;~~
- ~~(5) By panhandling in a group of two or more persons; or~~
- ~~(6) By any statement, gesture, or other communication which a reasonable person in the situation of the person solicited would perceive to be a threat.~~

~~Sec. 36-225. False or misleading solicitation.~~

~~Any person who knowingly makes any false or misleading representation in the course of soliciting a donation is guilty of a violation of this article. False or misleading representations include, but are not limited to, the following:~~

- ~~(1) Stating that the donation is needed to meet a specific need, when the solicitor already has sufficient funds to meet that need and does not disclose that fact;~~
- ~~(2) Stating that the donation is needed to meet a need which does not exist;~~
- ~~(3) Stating that the solicitor is from out of town and stranded, when that is not true;~~
- ~~(4) Wearing a military uniform or other indication of military service, when the solicitor is neither a present nor former member of the service indicated;~~
- ~~(5) Wearing or displaying an indication of physical disability, when the solicitor does not suffer the disability indicated;~~
- ~~(6) Use of any make-up or device to simulate any deformity; or~~
- ~~(7) Stating that the solicitor is homeless, when he is not.~~

~~Sec. 36-226. Permit requirement.~~

- ~~(a) No person shall panhandle on five or more days in a single calendar year without a permit issued by the police department. A person who has been issued a permit shall keep it on his or her person at all times while panhandling and show it to any police officer upon request. No person whose permit has been revoked shall panhandle for a permit of two years following the revocation. Any person who violates this subsection is guilty of a violation of this article.~~

- (b) ~~The police department shall issue the permit, without fee, to any eligible person who presents himself at the public safety building, states his true name, presents a photo identification or signs a declaration under penalty of perjury that he has no such identification, and permits himself to be photographed and fingerprinted.~~
- (c) ~~A person is ineligible for a permit if and only if within the past five years he (1) has been convicted of two or more violations of this article, (2) has had a permit revoked pursuant to subsections (e) or (f) of this section, or (3) has been convicted of two or more offenses under the law of any jurisdiction which involve aggressive or intimidating behavior while panhandling or false or misleading representations while panhandling.~~
- (d) ~~If the police department is unable to determine eligibility within 24 hours of the application, the department shall issue a permit good for 30 days and determine eligibility for a regular permit before the temporary permit expires. The regular permit shall expire three years from the date of issuance. Along with the permit, the police department shall give the applicant a copy of this article.~~
- (e) ~~Any person who makes any false or misleading representation while apply for a period under this section is guilty of a violation of this article. Upon conviction of violation of this subsection, the police department shall revoke any permit issued to the subject defendant under this section.~~
- (f) ~~If a permit is issued to a person under this section and that person subsequently commits and is convicted of a violation of any provision of this article, the police department shall revoke the permit.~~

~~Sec. 36-227. - Violations; penalties.~~

~~Each section of this article is distinct and any violation of any section is a separate violation of this article. A conviction of a violation of any section of this article shall be punishable by a fine in an amount not to exceed \$500.00.~~

ARTICLE VIII. VII. - SMOKING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT

Sec. 36-~~228~~ 221. - Definitions.

Sec. 36-~~229~~ 222. - Prohibitions.

Sec. 36-~~231~~ 223. - Violations and penalties.

Sec. 36-~~232~~ 224. - Signs.

Sec. 36-~~233~~ 225. - Places of employment.

Sec. ~~36-234~~ 226. - Enforcement.

Sec. ~~36-235~~ 227. - General provisions.

Secs. ~~36-236—36-257~~ 36-228 – 36-235. - Reserved.

ARTICLE ~~IX~~, VIII. - LITTER CONTROL

Sec. ~~36-258~~ 236. - Definitions.

Sec. ~~36-259~~ 237. - Exemption for mail and newspapers.

Sec. ~~36-260~~ 238. - Penalties.

Sec. ~~36-261~~ 239. - Throwing in public places generally.

Sec. ~~36-262~~ 240. - Placement in receptacles to prevent scattering.

Sec. ~~36-263~~ 241. - Sweeping, etc., into gutters, etc., prohibited; duty to keep sidewalks clean.

Sec. ~~36-264~~ 242. - Spilling contents from vehicles; depositing mud, etc., from wheels of vehicles.

Sec. ~~36-265~~ 243. - Throwing or distributing handbills in public places.

Sec. ~~36-266~~ 244. - Placing handbills in or upon vehicles.

Sec. ~~36-267~~ 245. - Posting notices, etc., prohibited.

Sec. ~~36-268~~ 246. - Littering.

Sec. ~~36-269~~ 247. - Enforcement.

Secs. ~~36-270~~ 36-248 - 36-294. - Reserved.

SECTION 3. This Ordinance shall be deemed effective upon signing by the Mayor.

First Reading.....November 21, 2019
Second Reading.....November 21, 2019
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019

Mayor

SYNOPSIS: This Ordinance amends Chapter 36 of the Wilmington City Code by deleting Section 36-68(b)(3) relating to the crime of loitering for the purpose of begging and Sections 36-221 through and including Section 36-227 relating to the regulation of panhandling.

W0108281

Wilmington, Delaware
November 21, 2019

#4748

Sponsor:

Council
Member
Freel

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Collective Bargaining Agreement between the CITY OF WILMINGTON and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), A.F.L.-C.I.O., LOCAL 1102 AND THE DELAWARE PUBLIC EMPLOYEES, COUNCIL 81 for the term of July 1, 2018 through June 30, 2022, a copy of which is attached hereto as Exhibit A and made a part hereof, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute as many copies of said Agreement as may be necessary.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution approves the Collective Bargaining Agreement between the City of Wilmington and the American Federation of State, County, and Municipal Employees (AFSCME), A.F.L.-C.I.O., Local 1102 and the Delaware Public Employees, Council 81 for the term of July 1, 2018 through June 30, 2022.

W0108140

EXHIBIT A



CONTRACT BETWEEN

UNION LOCAL 1102

AND

**CITY OF WILMINGTON,
DELAWARE**

JULY 1, 2018 – JUNE 30, 2022

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AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____ A.D. 20____, by and between **THE CITY OF WILMINGTON**, a municipal corporation of the State of Delaware, (hereinafter referred to as the "Employer" or "City") and **THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), A.F.L.-C.I.O., LOCAL 1102 AND THE DELAWARE PUBLIC EMPLOYEES, COUNCIL 81**, (hereinafter referred to as the "Union").

ARTICLE I PURPOSE

1.1. It is the purpose of the Agreement to promote and ensure harmonious relations, cooperation and understanding between the Employer and the Employees covered hereby, to ensure true collective bargaining and to establish proper standards of wages, hours, working conditions and other conditions of employment. The City and the Union pledge their cooperation to work together in the public interest.

ARTICLE II UNION RECOGNITION AND UNION SECURITY AND DEDUCTION OF UNION DUES

2.1. **Union Recognition.**

(a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent of the Employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

(b) The term "Employee" as used herein shall include all hourly rated and salaried Employees made part of this bargaining unit by virtue of the certification procedure utilized by the PERB, Case Nos. 36, 36(a), 36(b), 36(c), 36(d), 43, 43(a), 43(b), 43(c), 43(d), 43(e), 43(f), 43(g), 43(h), 51, 51(b), 51(c), 51(d) 51(e), 51(g), 51(l), 51(j), 51(k), and 51(l). Excluded from this certification are part-time Employees, seasonal Employees, and temporary help as defined in Chapter 40 of the Wilmington City Code, as amended, at the date of this Agreement.

(c) The Union agrees that it has the duty to fully and fairly represent all members of the bargaining unit.

(d) It is not the desire or the intention of the City to erode the bargaining unit by changing the title of a job represented by the Union and thereby attempting to defeat the certification obtained by the Union.

2.2. Union Security.

(a) All Employees in the collective bargaining unit for more than ninety (90) days who are not, who do not become, or do not remain members of the Union shall, as a condition of employment during any such period of non-membership, pay to the Union a service fee in an amount designated by the Union.

The City agrees to cooperate with the Union by notifying the Union treasurer of the completion of the probationary period of any new or promoted Employee who will become eligible to join the Local.

(b) The Union agrees that an Employee's payment of dues or service fees shall constitute his/her membership insofar as this Agreement is concerned. Any other reason advanced by the Union terminating the Union membership of any member of this bargaining unit shall not be considered cause for dismissal by the Employer.

2.3. Deduction of Union Dues.

The Employer agrees to the adoption of a Union check-off system, whereby Union dues or service fees, as established by the Union, will be withheld from the Union member's pay monthly. Such withholdings for Union dues or service fees are to be transmitted to the duly elected treasurer of the Union for the previous month's earnings not later than the 20th day of each month. The Union will notify the Employer thirty (30) days prior to any change in such dues or service fees.

2.4. Union Indemnification.

The Union shall indemnify and hold the City harmless against any and all claims, demands or suits that may arise out of or result from any conduct taken or not taken by the City for the purpose of complying with this Article.

ARTICLE III UNION STEWARDS AND UNION REPRESENTATION

3.1. The Employer recognizes and shall deal with all of the accredited Union Stewards and the Union President in all matters relating to grievances and interpretation of this Agreement.

3.2. A written list of the Union Stewards (such lists to outline the areas to be represented by stewards) shall be furnished to the Employer on January 1 and June 1 of each year, and the Union shall notify the Employer promptly of any changes of such Union Stewards. A list of the areas represented by these stewards can be found in Exhibit "G" of this contract.

3.3. The Union President, Vice President, and accredited Union Stewards shall be granted reasonable time off during working hours to conduct union-related business, upon

request to their Division Head and/or Department Head without loss of pay, provided, however, permission may be withheld because of operating requirement.

3.4. In the event an Area Steward is not available to handle any grievance that may arise due to being absent from work, an alternate may be appointed by the President of the Local to serve until the return of the Area Steward. The President of such Local shall notify the Human Resources Director in writing of such alternate appointments and the terms thereof.

3.5. A Labor Management Meeting will normally be held during the second week of each month, the exact date to be confirmed with the Human Resources Director. The City's Representatives will include at least the Human Resources Director or designee. The Union Committee shall be composed of a maximum of four members of the Union who will be designated by the Union within thirty (30) days after the signing of the Contract, plus a representative from Council 81. The meetings shall not exceed one hour per month unless extended by mutual Agreement. A written agenda about topics to be discussed may be submitted by the Union or the Employer seven (7) days prior to such meeting. Items may be added by mutual consent. If no agenda is submitted by either party, no meeting need be scheduled. These meetings are not intended to bypass the grievance procedure nor to be considered contract negotiations but are intended as a means of fostering good employment relations through communications between the parties.

ARTICLE IV GRIEVANCE AND ARBITRATION PROCEDURE

4.1. Any grievance or misunderstanding which may arise between the parties concerning the application or interpretation of this Agreement shall be acted upon in the manner described below. Items which are not part of this Agreement shall not be subject to grievance procedures. Time limits at each level of the grievance procedure may be extended by mutual consent. Any grievance, regardless of the initiating step, must be filed within fifteen (15) calendar days of the grievance or the knowledge of its occurrence.

4.2. Step One.

The Union Steward and the Chairperson of the Grievance Committee, with the aggrieved Employee, shall discuss the grievance or dispute with the Division Head within fifteen (15) calendar days of the grievance or knowledge of its occurrence. The Division Head shall attempt to adjust the matter and shall respond to the Union Steward within seven (7) calendar days. Where the Division Head and the Department Head are one and the same, the grievance procedure shall start at Step Two.

4.3. Step Two.

If, after a thorough discussion with the Division Head, the grievance has not been satisfactorily resolved and is appealed from Step 1 (or is heard at this step for the first time), a meeting shall be held with the aggrieved Employee, the Union Steward, the President of the Local Union and the Chairperson of the Grievance Committee, and the Department Head. This

meeting should take place within ten (10) calendar days after the Division Head's response is due. The Department Head shall respond in writing within ten (10) calendar days.

4.4. Step Three.

If, after a thorough discussion with the Department Head, the grievance has not been satisfactorily resolved, the Union Steward, the aggrieved Employee, the President of the Local Union, Chairperson of the Grievance Committee, and the Union Representative shall, after a written appeal, discuss the grievance with the Human Resources Director or Designee as well as any persons deemed pertinent to the Grievance within ten (10) calendar days after the Department Head's response is due. The Human Resources Director or designee shall respond in writing within ten (10) calendar days after the meeting.

4.5. Step Four.

If, after receipt of the decision of the Human Resources Director or designee, the grievance has not been satisfactorily resolved, the Union or the Employer may request arbitration by registered or certified mail to the Human Resources Director or to the President of the Local Union no later than twenty (20) calendar days after the rendering of such decision.

4.6. (a) During the next twenty (20) calendar days mentioned in 4.5 or a longer period, if mutually agreed upon extension is arrived at, the representative from the City Solicitor's Office or designee, the Human Resources Director or designee, the Director of Council 81 or designee, and the Union President and Chairperson of the Grievance Committee shall meet and attempt to resolve the grievance.

(b) The City Solicitor's Office must render an opinion and respond to the Union with same within fifteen (15) calendar days after meeting to attempt to resolve the grievance.

(c) Upon mutual agreement, the parties may submit a grievance to federal mediation through Federal Mediation and Conciliation Service. During the pendency of mediation, the time frame to file for arbitration shall be suspended.

4.7. If, after receipt of the answer from the City Solicitor's Office, the Union still wishes to go on to arbitration, they must, within thirty (30) working days from receipt of the City Solicitor's answer, notify the American Arbitration Association in writing, with a copy to the City of their intention to appeal the matter to arbitration. If the grievance has been initiated by the City, then they shall have thirty (30) working days from the date of the meeting of the Union and the City Solicitor's Office or thirty (30) working days from the date when the Union gives its final answer to appeal the matter in writing to the American Arbitration Association.

4.8. Except by mutual Agreement between the Employer and the Union, no more than two (2) grievances may be heard by the same arbitrator at the same time and both cases must be of the same type, i.e., contract interpretation or discipline, but not both. The Association will provide separate lists, for each grievance or group of grievances, of at least nine (9) arbitrators' names and for such supplemental lists as are provided by the rules of the

Association. The parties may at any time mutually agree upon an arbitrator who is either on the list(s) or from any other source.

4.9. At the arbitration hearing, the grievant shall be accompanied by such representatives as the grievant and/or the Union shall elect.

4.10. The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the final hearing. Such decisions shall be final and binding if made in accordance with the arbitrator's jurisdiction and authority under this Agreement and not prohibited by any ordinance or statutes.

4.11. **Powers.** The arbitration award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue(s) submitted.

4.12. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of the Agreement. Issues involving increased costs which are matters of contract negotiations, such as the development and modification of a system-wide salary schedule, are not arbitrable.

4.13. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying, or amending, or adding to, or eliminating, or varying in any way, the terms of this Agreement, or of applicable law or rules and regulations having the force and effect of law. In no event shall the scope of the arbitration exceed the interpretation and application of this Agreement and will be limited to the specific subject matter jointly submitted.

In case of wrongful discharge or suspension, monies earned or received during the period of discharge or suspension shall be deducted from the arbitrator's award.

4.14. The arbitrator shall be without power to make decisions limiting or interfering with the powers, duties, and responsibilities of the City of Wilmington under its Charter, applicable law and rules and regulations having the force and effect of law.

4.15. Obligations of Both Parties with Respect to Arbitration.

(a) The costs of the service of the arbitrator will be shared equally by both parties.

(b) Both parties agree to apply the decision of the arbitrator to all substantially similar situations arising thereafter and to eliminate the filing of grievances where possible by the application of precedents.

4.16. **Systemwide Grievances Special Rights of Both Parties.** The Union and the Employer have a right to initiate system-wide grievances at level three within the fifteen (15) calendar day time period as set forth in Section 4.1 of this Article without necessarily representing a single grievant. If the grievance cannot be resolved at the third step it shall be appealed to arbitration in accordance with the arbitration procedure provided in the above section.

4.17. Employees whose presence is pertinent to grievance proceedings shall attend hearings or conferences without loss of pay. Attendance at hearings shall be cleared with the Division Supervisor who shall not unreasonably deny the Employee's right to attend.

4.18. **Disciplinary Actions.**

(a) **Cause and Extent.** Disciplinary measures may be taken for any good sufficient cause. The extent of the disciplinary action taken shall be commensurate with the offense, provided that the prior employment history of the Employee may also be considered pertinent. Discipline shall be imposed within fifteen (15) calendar days of the Employer's knowledge of the infraction unless the Employee is on a leave under review or investigation for the alleged infraction.

(b) **Kinds of Actions.** The disciplinary actions that may be taken are dismissal, demotion without consent, suspension without pay, reduction in step within range, warning, or any appropriate combination of these.

(1) Dismissal means the discharge of an Employee from the City service on the initiation of the appointing authority. Such termination of employment shall be permanent except as provided below.

(2) Demotion without consent as a disciplinary action may be a reduction in classification grade to a lower classification or a reduction to a lower step within a classification. The Employee's salary shall be reduced to the salary for the classification and step to which he is demoted. The Employee will then have established a new anniversary date.

(3) Suspension without pay shall be a temporary separation from City service for such length of time as the appointing authority may consider appropriate, provided that such suspension does not exceed a period of thirty (30) calendar days.

(4) Reduction in step within range as a disciplinary measure is the withdrawal of increments granted for satisfactory performance, efficiency and length of service. The maximum reduction in pay that may be given for any one (1) disciplinary action shall be two (2) steps within the range for that class. Reduction in pay shall become effective on the first of the month following the effective date of the disciplinary action. Reduction may be made on a permanent or temporary basis.

(5) Warning as a disciplinary action means an official notification to the Employee that there is cause for dissatisfaction with his/her services and that further disciplinary measures may be taken if said cause is not corrected. Official warning shall be given in the manner and on forms prescribed by the Human Resources Director. Warning notices shall be made a part of the Employee's official personnel record.

(c) **Effective Date.** A disciplinary action shall be effective as of the time designated by the person or persons authorizing the action, provided that no disciplinary action may be given an effective date which is prior to the date such action is taken.

(d) **Notice to Employees.** Written notice shall be made to any permanent Employee at the time when any disciplinary action is made effective, provided that in emergency situations or other instances when simultaneous notification is not practicable, notification may be given the following working day.

Said notice shall whenever possible be made on forms prescribed by the Human Resources Director, and copies shall be submitted to the Human Resources Director and Union for the record as required. If the form prescribed by the Human Resources Director is not used, the notice shall state that it constitutes a disciplinary action.

(e) **Pre-Termination Hearing.** No Employee shall be dismissed without prior written notice to the Employee and the Union Representative and a hearing before the department head. The Union Representative may be present at said hearing. The Employee may be suspended without pay in the Department Head's discretion pending said hearing. The Department Head shall render a decision within twenty (20) calendar days following the hearing. Any Employee who has been disciplined following such a hearing shall be entitled to invoke the grievance procedure provided for in this Agreement beginning with Step 3 regardless of kind of disciplinary action taken. An Employee may waive his or her right to pre-termination notice and hearing by signing a waiver form provided by the City Solicitor. Waiver of said rights shall not operate or be construed as restricting or affecting in any way the rights of the Employer with regard to investigating a disciplinary matter.

(f) **Grievance Procedure.** Except as provided in subsection (e), any Employee who has been suspended, demoted, or reduced in step within his/her range, shall be entitled to invoke the grievance procedure provided for in this Agreement beginning with Step Two.

(g) **Standard of Review on Appeal.** The Human Resources Director in Step 3 of the Grievance Procedure and the Arbitrator in Step 4 of the Grievance Procedure may modify or reject a disciplinary action only on the following basis:

(1) There is not substantial evidence to support the need for disciplinary action.

(2) A substantive violation or omission of procedure for disciplinary action was made.

(3) The action taken resulted from political, religious or racial bias or prejudice, or bias or prejudice against age or sex, or because of membership in the Union.

(4) The action taken was unreasonable, capricious or arbitrary in view of the offense, the circumstances surrounding the offense and the past record of the Employee.

(h) **Back Pay.** Reimbursement for loss of pay due to a disciplinary action which is subsequently revoked or modified shall be made to an Employee. Said reimbursement shall not exceed the compensation the Employee would have earned between the

date of initial action and the date of final decision and may be less than said sum if a dismissal is reduced to a suspension. This reimbursement must be paid by the next regular pay day after it is brought to the Employer's attention or else a special check will be processed.

(i) **Prior Disciplinary Action Slips.** In administering discipline, the Employer shall give effect to prior disciplinary action slips only if they have been issued within the eighteen (18) month period immediately preceding the occurrence of the action for which discipline is sought, provided however, that in any situation in which a disciplinary action slip has been issued for the same misconduct, all prior disciplinary action slips may be considered which are for the same misconduct and for which the Employee has had a similar citation within eighteen (18) calendar months.

(j) Last Chance Agreements (LCAs) shall remain in effect no longer than three (3) years, unless the LCA involved a positive drug or alcohol test. A LCA involving a positive drug or alcohol test may remain in effect for the duration of the employee's employment with the City. Nothing shall require the Employer to agree to a LCA.

(k) A verbal written counseling/warning in an employee's record shall not be used to prevent advancement and/or any promotional opportunities.

ARTICLE V NON-DISCRIMINATION

5.1. The Employer will not interfere with or discriminate in respect to any term or condition of employment against any Employee covered by this Agreement because of membership in the Union, or legitimate activity as required in this Agreement on behalf of the members of this bargaining unit, nor will the Employer encourage membership in another Union.

5.2. The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination, interference, restraint, or coercion.

5.3. The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

ARTICLE VI SENIORITY

6.1. The term "Bargaining Unit Seniority" as used in this contract shall mean the length of continuous service with the City in this bargaining unit.

6.2. The term "Departmental Seniority" as used in this contract, shall mean the length of continuous service of an Employee in a specified department. An Employee's

departmental seniority begins on the date he is awarded the job in the department and continues only so long as the Employee remains continuously in the same department.

6.3. The term "City-Wide Seniority" as used in this contract shall mean the length of continuous service with the City.

6.4. There will be three (3) seniority lists and these lists will be kept current through additions and deletions as they occur:

- (1) Bargaining Unit Seniority List;
- (2) Department Seniority List.
- (3) City-Wide Seniority List.

6.5. The term "qualification(s)," as used in this Agreement shall mean demonstrated relative ability to meet the standards specified in the official position description as approved and amended by City Council in accordance with the following sections of Chapter 40 of the Personnel Code: Section 40-113 (Exhibit "A"), Section 40-131 (Exhibit "B"), and Section 40-133 (Exhibit "C").

6.6. The City shall make the initial decision regarding Employees' qualifications, and the Employees shall be assigned and work accordingly. If the Union disagrees with the City's judgment with respect to an Employee's qualifications, the matter shall be subject to the regular grievance procedure including arbitration.

6.7. In all cases of promotion, demotion, increase or decrease of working forces, qualifications, as defined in Section 6.5 shall be the determining factors; however, when qualifications as defined in Section 6.5 are relatively equal, city-wide seniority shall govern.

6.8. In all cases of departmental promotion, demotion, increase or decrease of working forces, qualification, as defined in Section 6.5 shall be the determining factors; however, when qualifications as defined in Section 6.5 are relatively equal, department seniority shall govern.

6.9. (a) All new Employees (other than those assigned to the Radio Room) shall be placed on the seniority list as of the first day of employment. Upon the completion of ninety (90) days' employment and during such ninety (90) days of employment or any extended probationary period, Employees may be discharged by the Employer without the Employee having recourse to the grievance procedure. Upon the satisfactory completion of ninety (90) days, the Employee shall be considered a permanent Employee and seniority shall date back from the original date of employment. The probationary period for any Employee may be extended for a period not to exceed an additional ninety (90) days by mutual Agreement with the Union.

(b) All new Radio Room Employees shall be placed on the seniority list as of the first day of employment. Upon the completion of ninety (90) days of employment in the Radio Room and during such ninety (90) day period of employment or any extended

probationary period, Employees may be discharged by the Employer without the Employee having recourse to the grievance procedure. Upon the satisfactory completion of the probationary period, the Employee shall be considered a regular Employee and seniority shall date back from the original date of employment. The probationary period for any Employee may be extended by the Employer for successive ninety (90) days not to exceed one year. Employees who have completed ninety (90) days may apply for other City positions.

(c) Any Employee promoted to a new position must satisfactorily complete a 90-day probationary period. If it is determined by the City that the probationary period has not been satisfactorily completed, then the Employee will revert back to his/her previous position or one of comparable pay and responsibility within the classification group. If the previous position has already been filled, then that individual will return to his/her previous position.

(d) The successful candidate (internal or external) awarded the position may be paid at a starting salary of up to Step 4 (of a 7 step plan) of the salary range established for that position.

6.10. An Employee shall lose his/her seniority standing upon voluntary resignation from employment or discharge for just cause. An Employee's seniority shall not be terminated because of authorized leave of absence or layoffs unless it continues for a period of more than two (2) years. An Employee who resigns in good standing and is reinstated within one (1) year shall have credited to his/her record all seniority rights that had accrued at the time of his/her separation.

6.11. Reduction in Forces.

(a) Upon a reduction in forces in any department, a more junior Employee may be retained if there are no qualified Employees in the City with greater seniority that can perform all the duties of the position within twenty (20) working days.

(b) An Employee whose position has been eliminated may first follow the normal bidding procedure and bid on any vacant, authorized, and approved position for which his/her City seniority and qualifications will permit him/her to occupy.

(c) If no position is vacant, then the Employee shall exercise City seniority and bump the junior Employee in the City, regardless of department or division, who holds a pay grade that is equal to the Employee's current pay grade, provided the bumping Employee has the necessary qualifications to perform all the duties of the junior Employee's job within thirty (30) working days. If no position in an equal pay grade exists, then the Employee shall bump into a position that is lower than his/her current pay grade beginning with the next lowest pay grade.

(d) Employees who successfully bump into positions in another department shall be credited with the seniority they had accrued while in the department from which they were laid off or bumped.

(e) Employees shall be recalled according to City-wide seniority for vacancies existing anywhere within the bargaining unit with the most senior Employee laid off and qualified to fill the vacancy recalled first. Laid off Employees shall include those individuals who bumped into positions of a lower pay grade as well as those individuals whose employment was terminated due to the lay off. A laid off Employee will remain on the recall list for a period of two (2) years but will be removed if the individual declines two (2) offers of permanent employment.

(f) No Local 1102 Employee will be laid off while any temporary, seasonal or part-time Employee is employed to perform work which could be performed by bargaining unit Employees.

(g) In the event of a layoff, the affected Employee(s) and the Union shall be given at least thirty (30) days advance notice. The City and the Union shall meet during this period to explore alternatives to the proposed layoff.

6.12. (a) Working out of class opportunities shall be divided and rotated as equally as possible among qualified individuals within the division according to departmental seniority. If the more senior qualified employee(s) declines the opportunity, then the offer shall be extended to the next senior qualified employee and so on.

(b) The Employer may make temporary transfers of Employees to positions other than those they normally performed in order to meet the requirements of the operation of the Employer.

(c) Any Employee temporarily transferred to a position in a class with a higher salary range shall be paid the lowest step in the higher salary range, which exceeds his/her present rate of pay. Any Employee temporarily transferred to another position in the same class or to another position in a class having the same pay range shall be paid at the same step in the range as he previously received. An Employee who is temporarily transferred to another position in a lower class having a lower pay range shall be paid at the rate of the position from which he was transferred. Salary anniversary dates shall not change when Employees have been temporarily transferred.

(d) Temporary transfers shall be for a period no longer than sixty (60) work days, unless mutually agreed by the parties.

(e) Any position that requires more than sixty (60) work days of temporary transfers shall be considered an open position and be posted.

(f) The provisions of paragraphs (d) and (e) above shall not apply to those positions which are known in advance to be for a duration of more than sixty (60) days but will be less than permanent. In such cases, the job shall be posted as a "limited-term" job and will be filled according to the provisions of Section 6.13. Section 6.12 will not apply to these limited-term jobs.

When such limited-term job is completed, all affected Employees shall be returned to the positions they held immediately prior to the institution of the limited-term job if

these jobs still exist. If the positions do not exist, they shall have the right to exercise such rights as they may have under Section 6.11.

In the event that the Employer determines that such job will not cease but will become a permanent position, the job will be reposted and filled according to the provisions of Section 6.13.

6.13. When a vacancy exists and the Employer desires it to be filled or if a new position is created, the position shall be posted on the bulletin boards for not less than ten (10) days. The Human Resources Department shall compile a list of all individuals who meet the qualifications as defined in Section 6.5, in accordance with Chapter 40-131 and 40-133 of the Personnel Code (Exhibits "B" and "C"). The City may use an existing certification in lieu of posting the vacancy provided that the existing list is not older than four (4) months, with notice to the Union.

6.14. The permanent filling of any vacancy is subject to reopening for consideration to those Employees who were at the time of posting on combined leave, military training leave, or on vacation for less than fifteen (15) working days. Said Employees shall make application for position within three (3) working days after returning to work.

6.15. The agreed to seniority lists shall be brought up to date on July 1 and January 1 each year and posted on Employees' bulletin boards; such list shall contain dates of hire and classifications. A copy of seniority lists shall be sent by mail to the Secretary and President of the Union.

ARTICLE VII HOLIDAYS WITH PAY

7.1. The following and such other days as the Mayor may designate shall be holidays with pay:

- New Year's Day*;
- The third Monday in January, known as Martin Luther King's Birthday;
- The third Monday in February, known as President's Day;
- Good Friday*;
- The last Monday in May, known as Memorial Day;
- The fourth of July, known as Independence Day;
- The first Monday in September, known as Labor Day;
- The fourth Monday in October, known as Veterans Day;
- Thanksgiving Day;
- The Friday after Thanksgiving Day;
- Election Day (in even numbered years);
- Christmas Day.

*Shift workers will celebrate these holidays on New Year's Day and Easter Sunday, respectively.

7.2. Employees whose regularly scheduled day off falls on a holiday listed in Section 7.1 shall be entitled to the eight (8) hours straight time holiday pay.

7.3. Any Employee who is required to work on any of the holidays listed under Section 7.1 of this Article shall be compensated at double time rate for time worked on the holiday plus the eight (8) hours straight time holiday pay.

7.4. If any of the legal holidays under Article VII, 7.1 fall on Sunday, the Monday following shall be the legal holiday. If any of the legal holidays under Article VII, 7.1 fall on Saturday, the Friday preceding shall be the legal holiday. Effective January 1, 2020, this provision shall not apply to shift workers.

7.5. If any of the legal holidays under Article VII, 7.1 fall within a scheduled vacation period, the employee shall receive holiday pay and the holiday shall not be counted as vacation time.

7.6. Employees covered by the terms of this Agreement who are not required to work on any of the above normal holidays shall not be eligible for holiday pay if they have been absent from work on the last scheduled workday before the holiday, the holiday (if scheduled to work the holiday), or the next scheduled workday following the holiday unless excused for one of the following reasons:

- (a) Medical absence, verified by a physician.
- (b) Attending court as a witness under a subpoena or as a juror.
- (c) Death in family as defined in this contract.

7.7. Employees with a diagnosed medical problem who have exhausted all sick leave and vacation time as per Section 9.10 and are granted a leave of absence without pay will be entitled to straight time pay for any holiday which falls within the first thirty (30) days of that leave. Employees on leave of absence without pay for any other reason shall not receive holiday pay

7.8. (a) Effective January 1, 2016 all Regular Employees currently employed with the City of Wilmington shall be entitled to two (2) floating days annually which will be credited on January 1.

(b) Employees hired on or after January 1 will receive the following number of floating days (which will be prorated) based on their hire date:

Hire Dates	# of floating days employees are entitled to during the remainder of the calendar year
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January 1 – June 31	2 days
July 1 – September 30	1 day
October 1 – December 31	None

(c) These days must be used in the year accumulated and cannot be carried over into any subsequent year. Also, floating days cannot be donated to other employees.

(d) Floating days shall be granted in accordance with department operational needs and should be requested in advance following the same process used to request vacation time. The employee can only use the floating day as a whole day off. Under exigent circumstances, the City shall have the right to cancel or reschedule any approved floating days. Any approved floating day which is cancelled by a supervisor and/or departmental head shall immediately be restored to the employee. The usage of unplanned/unscheduled floating days is not permitted. Employees who request to use a floating day by October 15th and are not permitted by the City to use such a day by December 31st shall receive eight (8) hours of pay at the Employee's base rate.

(e) Floating day pay shall be at the employee's base rate of pay and cannot be paid in advance of the employee taking the scheduled day off or being paid prior to the accumulation of the floating day. If a holiday falls within the employee's scheduled usage of floating days, the employee shall receive holiday pay.

(f) Employees are not permitted to work when scheduled off for usage of a floating day. However, in the event that an employee is called in to work due to an emergency situation, the employee will be paid at straight time and the time for the floating day will be restored to the employee.

(g) An eligible employee who leaves employment with the City shall be paid for any unused floating days depending upon when the employee leaves the City:

January 1 – June 31	0 days
July 1 – September 30	1 day
October 1 – December 31	2 days

(h) Floating days can be used while an employee is on approved leave of absence. However, employees who are utilizing their available sick time while on leave must use a minimum of ten (10) sick days prior to utilizing floating days.

**ARTICLE VIII
VACATIONS**

8.1. All paid vacations for Employees of the Employer shall be computed as follows:

(a) One (1) working day vacation per month during the first six (6) months of continuous employment; however, no vacation may be taken until the Employee has worked at least six (6) months.

(b) One (1) working day of vacation per month after the completion of the first six (6) months of continuous employment until the next January 1. Each January 1 thereafter, s/he will be credited with twelve (12) days of vacation for the calendar year, until the completion of five (5) years of continuous service (i.e., the day beginning the Employee's sixth year of employment), at which time the Employee will be credited with an additional three (3) days of vacation for a total of fifteen (15) days for the year.

(c) Each January 1 thereafter, s/he will be credited with fifteen (15) days of vacation for the calendar year, until the completion of nine (9) years of service (i.e., the day beginning the Employee's tenth year of employment), at which time the Employee will be credited with an additional five (5) days of vacation for a total of twenty (20) days for the year.

(d) Each January 1 thereafter, s/he will be credited with twenty (20) days of vacation for the calendar year, until the completion of twelve (12) years of service (i.e., the day beginning the Employee's thirteenth year of employment), at which time the Employee will be credited with an additional two (2) days of vacation for a total of twenty-two (22) days for the year.

(e) Each January 1 thereafter, s/he will be credited with twenty-two (22) days of vacation for the calendar year, until the completion of fifteen (15) years of service (i.e., the day beginning the Employee's sixteenth year of employment), at which time the Employee will be credited with an additional three (3) days of vacation for a total of twenty-five (25) days for the year.

(f) Vacation shall not be accumulated from year to year but must be taken in the calendar year applicable, except that a maximum of ten (10) days' vacation may be carried over into the following calendar year.

(g) The Employer will provide the vacation check in advance of scheduled vacation upon thirty (30) days' written notice from the Employee to their immediate supervisor on an approved form. An advance vacation check will be denied to anyone who has requested one and then canceled their vacation without a valid reason within six (6) months. Examples of valid reasons are: family or personal illness, death in the family, or requested by Employer to cancel or any other compelling reasons.

8.2. Vacation time shall be exhausted before the starting date of an eligible Employee going off on pension.

8.3. Vacation preference shall be determined on the basis of departmental seniority.

8.4. Pay for all vacations will be based on the rate of pay of the Employee at the time of vacation.

8.5. All paid vacation for Employees of the City shall be calculated as follows:

<u>Length of Service</u>	<u>Vacation Allowance</u>
Up to six (6) months continuous service	One (1) working day per month
Seven (7) months continuous service to the next January 1	One (1) working day per month
One (1) year to six (6) years continuous service	12 working days per year
Six (6) years to ten (10) years service	15 working days per year
10 years to 13 years service	20 working days per year
13 years to 16 years service	22 working days per year
16 years or more service	25 working days per year

In calculating the vacation entitlement of Assistant Sanitation Supervisor, however, each earned vacation day shall be the equivalent of ten (10) hours. If an Assistant Sanitation Supervisor takes one (1) day vacation, that individual will be charged ten (10) hours of vacation. If an Assistant Sanitation Supervisor takes one week of vacation, that individual will be charged 40 hours.

In calculating the vacation entitlement for the Employees in the Communications Division of the Wilmington Police Department, this time shall be the equivalent of eight (8) hours. If any time is used, it will be deducted on a day-for-day basis.

8.6. An Employee may take his/her vacation at any time in the course of the year as long as it conforms with the requirements of his/her individual department.

8.7. An Employee leaving the service of the City of Wilmington due to layoff, retirement, quit, termination for cause, and entitled to vacation benefits shall receive vacation pay in lieu of the vacation period. All payments due said Employee shall be paid in accordance with applicable law following their termination date; however, should an Employee voluntarily resign, he shall be required to give two (2) weeks' notice of such intention in order to be eligible for vacation.

8.8. Vacation shall begin January 1 of the calendar year and must be completed by December 31 of that year.

8.9. An Employee who resigns in good standing and is reinstated within one (1) year shall have credited to his/her record all vacation rights that had accrued at the time of his/her separation.

ARTICLE IX
COMBINED LEAVE (Sick Leave and Family Leave)

9.1. The parties recognize that the use of combined leave is to be restricted to the particular uses specified in the contract and not to be used as a supplement to vacation leave. If the City concludes that a specific Employee is abusing sick leave, the Employee will be subject to discipline, up to and including discharge. The Union agrees to exert its best efforts in helping to reduce absenteeism by counseling Employees on the need for regular attendance.

9.2. Combined leave shall be earned by all Employees covered by this Agreement from the commencement of employment but may not be used or paid until an Employee shall have completed three (3) months of continuous employment. Time worked under emergency, temporary or seasonal appointment, when followed immediately by permanent or provisional appointment may, upon the recommendation of the Department Head and approval of the Human Resources Director, be included in computing length of continuous service.

9.3. Sick leave shall be granted to Employees when they are incapacitated from the performance of their duties by sickness, pregnancy, or injury; or for medical, dental, or optical examination or treatment. Family leave shall also be granted when a member of the immediate family of the Employee requires the care and attendance of the Employee, or when, through exposure to contagious disease, the presence of the Employee at his/her employment position would jeopardize the health of others. For the purposes of sick and family leave, "immediate family" means, in addition to the Employee himself or herself, the Employee's mother, father, spouse, domestic partner, son, daughter, including sons and daughters by lawful adoption, stepchildren, foster children, grandchildren, and those minor children for whom the City Employee is acting in loco parentis. This provision is applicable herein, notwithstanding the definition of "immediate family" for purposes of Subsection 12.3.

For the purposes of benefit accumulation and accrual, sick leave and family leave shall be combined and called combined leave. For definition and reporting purposes, sick leave and family leave are separate and distinct.

9.4. (a) One (1) day of credit for combined leave will be allowed for each calendar month of continuous service in which the Employee has worked or has been on paid vacation or combined leave for at least thirteen (13) working days of such month. Combined leave shall not be allowed in advance of being earned. If an Employee does not have sufficient combined leave credits to cover a period of absence, no allowance for combined leave shall be granted in advance or in anticipation of future combined leave credits. In such cases, payroll deduction for the time lost shall be made for the period during which absence occurred, provided however, that earned vacation leave may be used for this purpose if the Employee so elects.

(b) The schedule of possible accumulation for all eligible Employees is as follows:

Number of Years Employed	Rate of Accumulated Sick Leave/Mo.	Yearly Accumulated Sick Leave	Total Accumulated Sick Leave
1 st	1 day	12 days	12 days
2 nd	1 day	12 days	24 days
3 rd	1 day	12 days	36 days
4 th	1 day	12 days	48 days
5 th	1 day	12 days	60 days
6 th	1 day	12 days	72 days
7 th	1 day	12 days	84 days
8 th	1 day	12 days	96 days
9 th	1 day	12 days	108 days
10 th	1 day	12 days	120 days
11 th	1 day	12 days	132 days
12 th	1 day	12 days	144 days
13 th	1 day	12 days	156 days
14 th	1 day	12 days	168 days
15 th	1 day	12 days	180 days
16 th	1 day	12 days	192 days
17 th	1 day	12 days	204 days
18 th	1 day	12 days	216 days
19 th	1 day	12 days	228 days
20 th	1 day	12 days	240 days

Beginning July 1, 1985, combined leave for Assistant Sanitation Supervisor shall be accumulated at the rate of ten (10) hours per month to a maximum of 2,400 hours.

(c) For Employees in the Communication Division of the Wilmington Police Department, this time shall be deducted on a day-for-day basis regardless of the number of hours the Employee is scheduled to work on any given day.

9.5. Combined leave accumulated by Employees on the date of this Agreement shall be credited to their personnel record.

9.6. In order to qualify for combined leave, all Employees must comply with the following conditions:

(a) Report off sick by notifying their immediate supervisor at as early an hour as is practical, but in any event prior to, or no later than, one-half hour before the normal beginning time for work. Shift workers must notify their immediate supervisor at least two (2) hours prior to starting time that they are off sick.

(b) A physician's statement certifying the medical justification for an Employee's absence will not normally be requested for less than three (3) days consecutive absence. If an Employee is absent from work due to personal illness or illness of an immediate family member for longer than three (3) consecutive work days and expects to be away from work for more than nine (9) consecutive work days, no later than the tenth (10th) day of absence

a medical doctor's certification must be submitted forthwith to the Employee's immediate supervisor together with a written indication of the anticipated length of absence.

9.7. Employees taking combined leave and not complying with the conditions in Section 9.6, subparagraphs (a) and (b) will not be paid for time off. Employees in a no pay status will be disqualified from voluntary overtime assignments for seven (7) calendar days following their return to work.

9.8. In the case of an extended sickness including pregnancy where an Employee has exhausted accumulated combined leave, all unused vacation time, with the exception of one (1) week which may be retained, must be taken. At which time, if the Employee is still away from the job because of sickness, the matter must be brought before the Combined Leave Arbitration Board, which shall consist of the Human Resources Director, a representative designated by the Union who shall be named by the Union within ten (10) days after the execution of this Agreement and who shall serve during the term of this Agreement, and the Department Head. This Board will study and rule if additional combined leave time, with pay, is to be granted to the Employee.

9.9. (a) An Employee at the termination of employment with the City of Wilmington, by resigning prior to becoming eligible for retirement benefits as provided in Section 11-6 of the Wilmington Employees' Retirement Act or prior to becoming eligible for retirement benefits under Section 11A-5 or becoming a vested participant under Section 11A-8 (a) of the City of Wilmington Non-Uniformed Employees' Retirement Act of 1979, layoff or termination for cause, shall have no claim for accumulated combined leave. This is a gratuity to be paid only during sickness or accident while in the employ of the City of Wilmington.

(b) An Employee who retires from employment with the City of Wilmington or who dies while employed with the City of Wilmington and who has accumulated 60 or more days of combined leave will receive the following:

60-100 days	\$25.00 per day
101-240 days	\$30.00 per day for all accumulated days

For purposes of this section, an Employee shall be considered to have retired if s/he voluntarily resigns after becoming eligible for retirement benefits as provided in Section 11-6 of the Wilmington Employees' Retirement Act or after becoming eligible for retirement benefits under Section 11A-5 or becoming a vested participant under Section 11A-8 (a) of the City of Wilmington Non-Uniformed Employees' Retirement Act of 1979.

9.10. An Employee who resigns in good standing and who has been reinstated within one (1) year may have credited to his/her record all unused combined leave that he had accrued at the time of his/her separation, unless he has received payment for his/her combined leave under the provisions of Section 9.10 (b).

9.11. Sick and family leave shall be certified by the Department Head upon forms prescribed by the Human Resources Director. The Department Head shall maintain complete and accurate leave records. Records of combined leave accumulated and taken shall be available to the Employee or the Union.

**ARTICLE X
WORKER'S COMPENSATION**

10.1. Employees injured on the job in the performance of their assigned duties will be covered by the Workmen's Compensation Plan and their time off will not be chargeable to either their accumulated combined leave or their vacation time. The Employer shall pay the Employees injured in the performance of their assigned duties the difference between compensation pay and the sum they would have received in their regular pay.

10.2. If an Employee who has completed three (3) months of continuous employment becomes unable to perform his/her regular duties because of a work-related injury, then the Employee may be offered other duties when available within the Employee's department until he or she is able to return to regular duty. A physician selected by the City shall determine the ability of the Employee to work modified duty unless the Employee's physician determines otherwise, in which case the determination shall be made by a third physician, who shall be agreed upon by the City's physician and the Employee's physician. To the extent that the cost of the third physician is not covered by insurance, such cost shall be borne equally by the City and Local 1102.

**ARTICLE XI
MILITARY TRAINING LEAVE AND MILITARY SERVICE**

11.1. Military Training Leave.

(a) "Armed Forces" is defined to include the Army, Navy, Marine Corps, Air Force, and Coast Guard. "Reserve Components" is defined to include the federally recognized National Guard and Air National Guard of the United States, the Officers Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, and the Coast Guard Reserve.

(b) Any Employee of the Employer who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of time or annual leave during which he is engaged in the performance of official duty or training in this state, or in the United States, under competent orders. While on such leave he shall be paid his/her regular salary, less his/her military pay not to exceed a total of fifteen (15) working days in any one calendar year.

(c) To receive payment of salary, an Employee must, prior to his/her leave, file with the Human Resources Office of the Employer a copy of official orders, and upon return a certification from his/her commanding officer of performance of duty in accordance with terms of the orders.

11.2. Military Service.

(a) Full service credit with the Department is to be allowed permanent Employees for time spent in the military service, providing that the Employee goes directly from

department employ into military service, and makes application for re-employment within ninety (90) days after being released under honorable conditions from such military service.

(b) It shall be the policy of the Department to guarantee to its permanent Employees who, during a National emergency, volunteer or are called for active military service, a position upon their return to civilian life equal to the one they left providing that the requirements set forth in the above paragraph are fulfilled.

(c) Permanent Employees who, within ninety (90) days service, volunteer or are called for active military service, shall be paid from the date they leave Department employ for all accrued vacation to their credit at that date. The Employee, at his/her discretion, may elect not to be paid for vacation leave, but to leave it to his/her credit for use upon returning to the Department.

(d) These same policies shall be applicable to permanent Employees who at any time are subject to the provisions of the Selective Service Act.

ARTICLE XII LEAVES OF ABSENCE

12.1. Unauthorized Absence--Automatic Termination.

An Employee absent from his/her position for more than four (4) working days without prior permission of his/her Department Head shall be considered to have voluntarily terminated employment with the City. Such termination shall be final unless said Employee, upon return, furnishes a satisfactory reason to the City for not having obtained prior permission.

12.2. Authorized Absence.

(a) Any Employee, who has been employed by the City for at least one (1) year, may, upon application in writing, be granted a leave of absence without pay not to exceed one (1) year by the Human Resources Director upon the recommendation of the Department Head for the reason of personal illness, illness in the immediate family, disability, or for the purpose of furthering Employee's education or training. Extension of leaves of this nature shall be mutually agreed by the Employer and the Union.

(b) Notwithstanding other provisions of this Agreement any Employee elected or appointed as an Employee of the Union shall be granted a leave of absence for the term of the election or appointment of his/her office or any extension thereof.

(c) Leaves of absence with pay shall be granted for Employees to attend and serve as delegates to conventions and organization conferences related to their Union provided that such leave shall not exceed eighteen (18) work days for each year of this Agreement. Upon ratification of this Agreement, the Union's balance shall be eighteen (18) working days. Unused days may be carried over during the term of this Agreement.

(d) Seniority, and vacation shall accumulate during leaves of absence extending beyond twenty (20) working days.

12.3. Bereavement Leave.

All City Employees shall be granted up to four (4) working days off for a death in the Employee's immediate family. This leave shall commence when requested by the Employee but in no event later than one week after the death. In exceptional circumstances the Human Resources Director may grant the leave request at a later date outside the one week specified above. Death in the Employee's immediate family shall be construed to mean one (1) of the following: Husband, Wife, Domestic Partner, Children, Parents, Brother, Sister, Grandparents, Great Grandparents, Grandchildren, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Spouses' Grandparents, and Great Grandparents, or any person who stands in loco parentis to the Employee, or any person or relative with whom the Employee is making his or her home. Additional time off will be granted for necessary travel to distant states for funeral services. The time off allowed in the case of death in the Employee's immediate family shall not be chargeable to either combined leave or vacation time.

In the event of a death of a near relative not listed, up to three (3) days' vacation time may be taken.

12.4. Paid Parental Leave.

Paid Parental Leave shall be provided to employees on the same terms and conditions as non-union employees under Section 40-341 of the City Code.

**ARTICLE XIII
JURY DUTY: SUBPOENA AS A WITNESS**

13.1. In recognition that it is the obligation of every citizen to serve as a juror when called to do so, an Employee called for jury service or subpoenaed as a witness in connection with the Employee's job with the City will be granted leave with full pay; however, the money earned as juror, except the money received for mileage and meals, shall be deducted from the Employee's pay. An Employee will not be granted leave with full pay if a defendant or plaintiff in a court case.

13.2. An Employee serving in such capacity and upon completion of such service prior to the end of the work day, shall promptly report back to the supervisor and/or return to their regular position for completion of the work day.

**ARTICLE XIV
SAFETY AND HEALTH**

14.1. The Employer and the Union shall cooperate in the enforcement of safety regulations. Should an Employee feel that an unsafe or unhealthy situation exists, he shall notify his/her immediate supervisor immediately. The matter shall be considered immediately by the

Employer. If the matter is not adjusted to the satisfaction of the Employee, it shall then become the subject of a grievance procedure.

14.2. The Employer shall provide to the Employee any uniforms, protective clothing, or any type of protective device which is required by the Employer as a condition of employment and is necessary for the safe performance of the Employee's duties.

14.3. A Safety Committee shall consist of three (3) members appointed by the Union and three (3) members appointed by the City, plus the Health and Safety Program Manager. The Safety Committee will meet at the written request of the City or Union to discuss safety issues or problems. However, the Committee will meet at least once every other month to review safety matters, conduct inspections of physical facilities, provide safety-related training programs, and make recommendations as may become necessary.

ARTICLE XV UNEMPLOYMENT COMPENSATION COVERAGE

15.1. The Employer shall place the Employees covered by this Agreement under Senate Substitute No. 1 for Senate Bill No. 13 (An Act to Amend Title 19, Delaware Code, Relating to Unemployment Compensation, by Providing for a Method of Election of Coverage and Reimbursement for Benefits Paid by Agencies and Political Subdivisions of the State of Delaware). Approved by the Governor, July 7, 1964.

ARTICLE XVI HEALTH AND WELFARE

16.1. (a) Through December 31, 2019, the City agrees to provide health insurance and benefits for employee and eligible dependents with a premium contribution made by the employee in Exhibit "D-1".

(b) Effective January 1, 2020, employees covered by this Agreement, who were hired before January 1, 2020, shall be offered three medical plans: PPO 100/80 ("PPO1"), PPO 90/70 ("PPO2"), and Simply Blue EPO Plan 100 ("EPO"). These plans shall be provided to employees covered by this Agreement plus eligible dependents during the term of this Agreement. Employees covered by this Agreement who were hired after this Agreement has been ratified by the Union, approved by City Council, and signed by the Mayor, shall be offered two plans: PPO2 and EPO.

Benefits and required employee contributions and co-pays provided under these plans for Fiscal Year 2020 shall be attached to and made a part of this Agreement as Exhibit "D-1".

Healthcare
(Effective 1/1/20)

- Employee Share
 - 12% of total premium, or
 - 10% of total premium if employee meets with HCP and gets blood screening
 - PPO1 Plan closed to new hires effective 1/1/2020
 - \$150 co-pay for emergency room visits, effective 1/1/2020 (up from \$50)
 - Mandatory generic drug prescriptions, effective 1/1/2020
- Mandatory annual physical and age/gender specific lab screenings for 2% premium discount

(c) Upon retirement, Employees shall have the right to choose, in writing, to continue coverage with the City of Wilmington's health insurance plan, at the Employee's expense, with a deduction from pension payments where applicable, unless the Employee qualifies under the stipulations outlined in subsection 16.2.

16.2. Retiree Medical Program.

Notwithstanding any other provision of this Agreement, the eligibility requirements and retiree medical benefits for any employee hired on or after July 1, 2011, shall be determined in accordance with the terms and provisions of Section 39-5 of the Wilmington City Code relating to individuals hired on or after July 1, 2011.

(a) **Title** – This subsection shall be known as the City of Wilmington Retiree Medical Program. This program will be identical to the medical insurance benefits that are provided for active full-time City Employees, except for retirees who are 65 years of age or older. The City reserves the right to offer a different plan for retirees who are 65 years or older, provided that the plan offers benefits comparable to those benefits offered to active Employees, i.e., medical and prescription coverage will be of similar value.

(b) **Eligibility** – To be eligible for Retiree Medical Program (“Program”) benefits, the City Employee must first be eligible for a City pension. The Program is applicable to all members of this bargaining unit who are active (on the City payroll) full-time Employees as of January 1, 2000, and all Employees first employed in a full-time position after said date. Any bargaining unit Employee who is eligible for City Employee pension benefits pursuant to any of the City Employee pension benefit programs shall then meet the following requirements in order to receive Retiree Medical Program benefits pursuant to this section:

(1) Bargaining unit Employees who are not less than fifty-five (55) years of age with not less than twenty (20) years of service as City Employees.

(2) Any bargaining unit Employees who are not less than sixty-five (65) years of age with not less than ten (10) years of City Employee service. This subsection shall apply only to those Employees who are on the City's payroll as of January 1, 2000. This subsection shall not apply to any bargaining unit Employees first employed by the City after January 1, 2000.

(3) Any of the aforesaid age requirements may be waived, provided that the Employee is otherwise eligible for "Rule of 85" pension benefits.

(c) **Healthcare Coverages** – This Program shall pay not less than 80% of the blended rate up to a maximum of \$8,000.00 for eligible retirees who are less than 65 years of age. The Program shall pay not less than 80% of the blended rate up to \$4,000.00 for retirees who are 65 years of age or older. "Blended rate" shall mean the average cost to the City for all active participants in the program.

(d) **Spousal Coverage.**

(1) Spouses and other eligible dependents of covered bargaining unit Employees who are eligible under Subsection 16.2(b)(2). Eligibility, as outlined above, shall be permitted to participate in the Retiree Medical Program Group Plan at the group rate for the lifetime of the covered spouse. Premiums shall be the responsibility of the retired City Employee or covered spouse. Spouses shall continue as long as they are receiving a City pension benefit.

(2) The premiums for spousal and/or other eligible dependents covered shall be published annually and shall reflect the City's actual cost for that coverage.

(e) **Dental Benefit** – A dental benefit shall also be optional at the discretion of the retiree. Persons opting for the dental benefit shall be entirely responsible for payment of the requisite premium.

(f) **Disability** – Any bargaining unit Employee with at least fifteen (15) years of service, who otherwise qualifies for a City disability pension benefit, shall be eligible for the Retiree Medical Program benefits of this section.

16.3. **Dental Plan.** The Employer will continue its Dental Plan as attached in Exhibit "D-2".

16.4. **Long-Term Disability.** The Employer will continue its current Long-Term Disability Benefit during the life of this Agreement. The benefit payable under this plan is 60% of the basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits.

16.5. **Opt-Out.** Any Employee who can show proof of other health insurance coverage shall be eligible for \$200.00 per month opt out effective upon ratification of this Agreement.

16.6. (a) **Life Insurance.** The Employer agrees to assume the full cost of insurance equal to one and one-half (1½) times the Employee's annual salary, rounded to the next thousand dollars with a maximum of fifty thousand dollars (\$50,000.00) with additional accidental death and dismemberment benefits for each Employee effective upon ratification of this Agreement.

(b) Upon retirement, Employees shall have the right to choose, in writing, to convert their City of Wilmington group life insurance to an individual policy without evidence of insurability in accordance with the terms and conditions of the group life policy and as described in their group life certificates, at the Employee's expense.

To exercise this privilege, the Employee is required to make proper application to the insurance company and to pay the appropriate premium within thirty-one (31) days from the date of termination of employment.

16.7. Should the Employer be obligated by law to contribute to a government operated, or mandated insurance program, national or otherwise, which duplicates the benefits provided by the Employer under any insurance policy currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double coverage the Employer shall be permitted to cancel benefits of policies which duplicate in whole or in part the provisions of the compulsory governmental sponsored insurance programs.

ARTICLE XVII BULLETIN BOARDS

17.1. The Employer agrees to provide reasonable bulletin board space labeled with the Union's name where notices of official Union matters may be posted by the Union.

ARTICLE XVIII VISITATION

18.1. Officers or accredited representatives of the Union shall, upon request by the Union and based on operational needs, be permitted to visit the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances.

ARTICLE XIX WORKING CONDITIONS

19.1. Uniforms and Protective Clothing.

If any Employee is required by the Employer to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device, including raincoats and boots to Parking Regulation Enforcement Officers, shall be furnished without cost to the Employee by the Employer. The cost of maintaining the uniform or protective clothing in proper working conditions shall be paid by the Employer. All Parking Regulation Enforcement Officers, Water Meter Readers, Radio Room Employees, and Scofflaw Enforcers covered by this Agreement are to receive a \$250 uniform maintenance allowance annually, but cleaning of uniforms will not be provided.

19.2. Mileage Allowance.

The Employer agrees to provide a mileage allowance according to the City's travel policy approved by the Administrative Board, to those Employees who are required to use their private vehicles in the course of official City duties.

19.3. Meal Allowance.

(a) Any Employee who is requested to and does work any ten (10) continuous hours shall receive a meal allowance of \$10.00. Employee shall be furnished additional meal allowances every four (4) hours thereafter while s/he continues to work. This allowance shall not apply to employees covered in Section (b) below.

(b) For Employees in the Communication Division of the Wilmington Police Department who are classified as Emergency Call Operators and Emergency Communications Specialists, the Employer shall furnish a \$10.00 meal allowance to any Employee who is requested to and does work two consecutive hours beyond their assigned shift. The Employee shall be furnished additional meal allowances every four (4) hours thereafter while s/he continues to work.

19.4. Protective Clothing.

Code Enforcement Officers and Labor Foreman will be supplied with protective clothing to be maintained by the respective departments.

19.5. Exemplary Attendance Bonus.

Beginning with the payment for calendar year 2009, Employees who maintain exemplary annual attendance shall receive the following cash bonus payable no later than the fourth Friday in February:

0 sick days used	\$400.00
Up to 1 sick day used	\$300.00
Up to 2 sick days used	\$200.00

Exemplary attendance shall be defined as not missing time from work except for jury duty, military leave, death leave, vacation, leave for Union business, or any absence due to Worker's Compensation for less than sixty (60) calendar days.

If Employees are docked for lateness, they will be eligible for the following bonus:

Less than 8 cumulative hours per year	\$300.00
More than 8 cumulative hours, but less than 16 per year	\$200.00

NOTE: Any lateness of four (4) hours or more in any one (1) day shall count as a full day for purposes of this section.

19.6. CDL Bonus.

Employees in the Parks and Public Works departments who possess and maintain a Commercial Driver's License for the performance of their duties shall have one of the following amounts included in their base salary each year for the duration of this Agreement:

CDL-A	\$625.00
CDL-B	\$525.00

An additional bonus of \$150.00 will be provided to employees with a tanker endorsement.

19.7. Shoe Allowance.

Effective July 1, 2019, Employees who are engaged in working in the field in hazardous areas as designated by their department head or work in the radio room, shall receive up to one hundred-fifty dollars (\$150.00) each year of the contract towards the purchase of safety shoes, during the term of this Agreement. Employees will have the option of either purchasing the shoes themselves or obtaining the shoes from an approved vendor. To qualify for reimbursement, under this section, Employees shall be required to present the new shoes for inspection to their immediate supervisor, along with a receipt for their purchase.

19.8. Base Level Water Supply Operator License Bonus.

All Employees who are required to obtain and maintain the following licenses and endorsements shall receive the following annual bonus which will be paid on a semi-annual basis.

Base Level Water Supply Operator License \$400.00

Labor Foreman II (Water Distribution)

Base Level w/Advanced Distribution System Operator Endorsement \$500.00

Labor Foreman II (Water Production)
Water Distribution Supervisor
Assistant Water Distribution Supervisor

Base Level w/Advanced Distribution and Surface Water Treatment System Operator Endorsements \$600.00

Assistant Water Production Supervisor
Water Production Maintenance Foreman

19.9. International Code Council (I.C.C.) Certification.

Effective January 1, 2016, all Employees who are required to obtain and maintain the following certifications shall receive the following annual bonus which will be paid by June 30 for the prior year.

Residential Property Maintenance Certification \$450.00

Code Enforcement Inspector (Housing)

Commercial Building Inspector Certification \$550.00

Code Enforcement Inspector (Building)

Commercial/Mechanical Plumbing Certification \$650.00

Mechanical Code Enforcement Inspector

Note: The City shall provide a letter confirming that certification is not required for the following positions:

Business Compliance Officer

Administrative Clerk I

Building Permit Director

19.10. Photo Identification Cards.

The City will provide photographic identification cards to all Employees. Each Employee must carry his or her identification card when working. Any Employee who loses his or her identification card shall pay \$5.00 for the first replacement and \$25.00 for each subsequent replacement, unless the loss is beyond the Employee's control.

19.11. Association of Public Safety Communications Officials (APCO) Certification.

Employees classified as Emergency Call Operator, Emergency Communications Specialist, Teleserve Operator, and Senior Emergency Communications Specialist, shall be required to obtain and maintain an Association of Public Safety Telecommunicator (PST) ("APCO") Certification.

The certification must be completed in order to successfully pass the probationary period of their position. Effective July 1, 2009, all employees who have obtained and maintain the "APCO – Public Safety Telecommunicator Certification" shall receive an annual bonus of \$400.

The City of Wilmington Department of Police will secure and pay the cost for the first instructional training associated with the certification. In the event a probationary employee fails the initial course of instruction, s/he may elect to retake the course at his/her own expense

and on their own time. Failure to obtain certification of the "Public Safety Telecommunicator" course will result in termination.

All Communication personnel must successfully complete a re-certification of the "Public Safety Telecommunicator" course every three years. The Wilmington Department of Police will pay the initial cost associated with re-certification. In the event any employee fails to be re-certified, the employee may elect to re-take the course at his/her own expense and on their own time. The employee shall have an additional 90 days from the date of the re-certification test to secure certification. Failure to obtain re-certification of the "Public Safety Telecommunicator" course will result in termination.

19.12. **Communications Device Stipends.** Effective January 1, 2016, the City shall provide cell phones to Labor Foremen, Water Meter Reader and L&I Inspectors for use in the performance of their duties or provide a stipend of \$15.00 per month if personal cell phones are used in the performance of the Employee's duties.

ARTICLE XX WORK RULES AND REGULATIONS

20.1. The Union agrees that the Employer has complete authority over the policies and administration of City Departments, which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of department operations and not covered by this Agreement is the province of the Employer. Should the Union object to any rule or regulation as being violative of this Agreement, it may resort to the Grievance Procedure outlined in this Agreement including Arbitration.

ARTICLE XXI HOURS OF WORK PREMIUM RATES

21.1. Management reserves this right to complete authority over the policies and administration of City department which it exercises under the provisions of law and in fulfilling the responsibilities including the establishment of work rules and regulations including the exclusive prerogative that when work is to be delayed or canceled due to adverse weather conditions the decision solely rests with the Employer.

21.2. Overtime shall be divided and rotated as equally as possible within the division and classification according to seniority and among those Employees who regularly perform such work.

Each Employee has the right to refuse overtime. However, if the City determines that overtime is necessary and there are no volunteers, overtime will be required on a rotating basis in inverse order of seniority among those Employees who normally and regularly perform the work.

21.3. The City and Union believe that all provisions of this contract dealing with wage and hourly benefits are equal to or in excess of wage and hourly benefits conferred by the FLSA. In the event it is subsequently determined that the FLSA confers benefits greater than those provided for in this contract, the City and Union will immediately enter into negotiations.

21.4. For Employees who are exempt under the Fair Labor Standards Act ("FLSA"), the annual salary shall be considered full compensation for all hours worked, except, that in such instances specifically provided for in this Agreement an exempt Employee is required to perform essential overtime or is on call time approved by the Commissioner or Department Head, such Employee shall be paid for such hours at his or her straight time rate.

21.5. Non-Task Workers and Non-Shift Workers.

(a) The regular work day for Employees shall consist of eight (8) hours of the regular work week consisting of forty (40) hours, Monday through Friday inclusive. This regular eight (8) hour work day includes the lunch period (one (1) hour). Pursuant to Chapter 2, Section 4-200 of the City of Wilmington's Home Rule Charter, the City also reserves the right to assign Employees to work weeks other than Monday through Friday and within the confines of a five (5) day work week if the requirements of City government makes this essential.

The following sections: (b), (c), and (d) apply to positions with salary grades of J and below only:

(b) Time and one-half shall be paid for hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period or in excess of forty (40) hours per work week.

(c) Time and one-half shall be paid for work performed on Saturday and double time for work performed on Sunday.

(d) Work performed prior to or beyond the Employee's regular starting or quitting time shall be compensated for at the rate of time and one-half of the Employee's regular rate of pay.

21.6. Call Time.

This provision shall apply to all Employees of Salary Grade J or below. Any Employee called to work outside of his/her regularly scheduled shift without prior notice, such as the day or night before, shall be paid for a minimum of four (4) hours at the rate of time and one-half. If the call time work assignment and the Employee's regular shift overlap, the Employee shall be paid the call time rate of time and one-half until he completes four (4) hours work. The Employee shall then be paid for the balance of their regular work shift at the appropriate rate. No Employee shall be entitled to receive call time as provided herein more than once in any one (1) calendar day. This provision shall also apply to Employees called to work due to weather conditions.

21.7. Standby Time.

(a) All Employees who are regularly assigned to weekly standby duty within their departments by the department head after review by the Human Resources Director shall receive sixteen (16) hours pay per week at a straight time rate. Employees may opt to credit these hours toward compensatory time. Any Employee of Salary Grade L and above who may be called to work outside his/her regularly scheduled shift in essential and necessary work which is approved by the Commissioner or department head shall be paid at his/her straight time rate. This provision shall also apply to Employees called to work due to weather emergencies.

(b) All Employees who are assigned to standby duty of less than a week will be compensated at two and one-half hours per each day at a straight time rate. Any Employee of Salary Grade L and above who may be called to work outside his/her regularly scheduled shift in essential and necessary work which is approved by the Commissioner or department head shall be paid at their straight time rate. This provision shall also apply to Employees called to work due to weather emergencies.

21.8. Shift-Workers.

(a) The shift workers regular workday shall consist of eight (8) hours, and the work week shall consist of forty (40) hours within a seven (7) day payroll week. This subsection shall also apply to shift workers employed in the Wilmington Department of Police who are classified as Communications and Data Specialists and who are assigned CLUES AND PST work.

The following sections: (b), (c), and (d) apply to positions with salary grades of J and below only:

(b) Time and one-half shall be paid to shift workers for hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period or in excess of forty (40) hours per work week as defined in Subsection (a). This subsection shall also apply to shift workers employed in the Wilmington Department of Police who are classified as Communications and Data Specialists and who are assigned CLUES AND PST work.

(c) The work days of shift workers employed in the Communication Division of the Wilmington Police Department who are classified as Emergency Call Operators and Emergency Communications Specialists, will consist of what is currently in effect. The City and the Union agree to meet and confer at least 90 days before any change to work schedules is implemented.

(d) Shift workers employed in the Communication Division of the Wilmington Police Department who are classified as Emergency Call Operators and Emergency Communications Specialists will receive time-and-one-half for hours worked in excess of their assigned shift.

(e) (1) Employees regularly employed on the second shift shall receive in addition to their pay a premium of \$0.80 per hour for such work. Employees regularly

employed on the third shift shall receive in addition to their regular pay a premium in the amount of \$1.00 per hour for such work.

(2) The first shift is any shift that regularly starts at 7:00 a.m. or 8:00 a.m. The second shift is any shift that regularly starts at 3:00 p.m. or 4:00 p.m. The third shift is any shift that regularly starts at 11:00 p.m. or 12:00 midnight.

21.9. Compensatory Time.

(a) Any Employee eligible to receive premium pay pursuant to Article XXI may elect to receive compensatory time in lieu of pay. Compensatory time will accrue at the same rate as the applicable premium pay rate. For example, if an Employee is eligible to receive pay at the rate of time and one half, then that Employee may elect to receive one and one half hours of compensatory time for each hour worked.

(b) All requests to use accrued compensatory time must be approved in advance by the immediate supervisor. Employee will be authorized to use accrued compensatory time only to the extent that such time has been accrued.

(c) No Employee may accrue more than sixty (60) hours of compensatory time. If the maximum accrual is reached, all premium time worked beyond that point must be compensated in pay. Compensatory time must be taken within the calendar year in which it was earned.

ARTICLE XXII ALTERATION OF AGREEMENT

22.1. No Agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any Employee or group of Employees with the Employer and in no case shall it be binding upon the parties hereto unless the Agreement is made and executed in writing between the parties hereto and same has been ratified by the Union.

22.2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

22.3. It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal and State Laws, or mandatory provisions of the City Charter, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby.

ARTICLE XXIII TERMINATION, CHANGE, OR AMENDMENT

23.1. This Agreement shall be effective commencing July 1, 2015, and shall terminate on June 30, 2018. The Agreement, however, shall be automatically renewed annually

from year to year unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given to the other party in writing by Certified Mail on or before April 1 of the year in which this Agreement is to be terminated, modified, or amended.

23.2. If either party gives notice requesting changes in the Agreement, the parties will endeavor to begin negotiations on or about April 1, 2018.

ARTICLE XXIV NO STRIKE

24.1. Both the Union and the Employer recognize the importance of the services rendered by the Employees covered by this Agreement and the duty of the Employer to render continuous service to the Public. Therefore, the Union agrees that it will not call, engage in, participate in, or sanction any strike or work stoppage during the life of this Agreement. The Employer agrees that there shall be no lockout during the life of the Agreement.

The Union will take every reasonable precaution and action to prevent or stop any such strike or work stoppage during the life of this Agreement.

ARTICLE XXV EMPLOYEE PERFORMANCE EVALUATION

25.1. The purpose of the Employee Performance Evaluation shall be primarily to inform Employees of the acceptability of their work performance and how they can improve their work performance. It is not to be construed as a disciplinary action.

Appeals of performance evaluations may be made in accordance with the grievance procedure.

ARTICLE XXVI CLASSIFICATION AND SALARIES

26.1. Employees' salaries for Fiscal Years 2019, 2020, 2021 and 2022 shall be set forth in Exhibit "F".

26.2. Current regular employees, as defined by City Code Section 40-6, who are or were employed by the City on the date this Agreement is both ratified by the membership of the Union and approved by the Mayor and Council, shall receive a one-time signing bonus payment ("Payment") in the amount of \$1,250. This Payment shall be made promptly after this Agreement is ratified by the membership of Local 1102 and approved by the Mayor and City Council. Only current regular employees, who are employed by the City when this Agreement is ratified by the membership and approved by the Mayor and Council, shall receive the Payment.

**ARTICLE XXVII
DRUG AND ALCOHOL POLICY**

Local 1102 will cooperate with the City of Wilmington in the enforcement of the City's Drug and Alcohol Policy. There will be no random testing.

Furthermore, if there is a dispute or a perceived violation of the policy, the individual case may be resolved through the grievance procedure as outlined in Article IV of the contract.

**ARTICLE XXVIII
MUNICIPAL PENSION**

Employees hired on or after July 1, 2011, shall be required to participate in the Delaware County and Municipal Pension Plan described in Chapter 55A of Title 29 of the Delaware Code.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this _____ day of _____, 2019.

FOR THE EMPLOYER:

Mayor

ATTEST:

City Clerk

Approved as to form

Assistant City Solicitor

City Negotiation Team

- Charlotte B. Barnes
- Maria Perez
- Marchelle Basnight
- Daniel Owens
- Robert Goff
- William W. Bowser, Esq.

FOR THE UNION LOCAL 1102 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, A.F.L.-C.I.O. AND DELAWARE PUBLIC EMPLOYEES COUNCIL 81

DELAWARE PUBLIC EMPLOYEES COUNCIL 81

Michael Begatto
Executive Director

Evonne Murray
Staff Representative

Lance Geren, Esq.
Chief Negotiator

William W. Bowser, Esq.
Chief Negotiator

Negotiation Team Local 1102 AFSCME AFL-

CIO

Steven Colon
Bryant Cottman
Kenesia Jackson
Shante Watson
Craig Wolfrey
Ellis Blomquist
Richard Rivera
Aleta Clay
Rae'Nita Shazier
Edward Gibson
Michelle Bullock-Farmer
Dinah Davis Russ
Evonne Murray
Lance Geren, Esq.

EXHIBIT A

Sec. 40-113. Classified service – subject and methods of examination or evaluation.

The content of all examinations and/or methods of evaluation shall be determined and/or approved by the Human Resources Director. The method used may be any evaluation of education, work history, experience or skills, or any test of skills or abilities that fairly evaluates the relative qualifications of the applicants. These may include:

- Written.
- Oral.
- Demonstrative.
- Assembled/Unassembled.

(Code 1968, §40-45)

EXHIBIT B

Sec. 40-131. Classified service – eligibility lists generally.

(a) Priority for consideration for employment shall be given to the various eligibility lists in the following descending order: reemployment lists, promotional lists, and open competitive lists.

(b) Reemployment lists shall consist of city Employees who were laid off due to the elimination of their positions or transferred to positions in a lower pay grade in lieu of layoff as set forth in section 40-189.

(c) Promotional lists shall consist of applicants from the regular classified service who have successfully met the criteria for the position as determined by the Human Resources Director.

(d) Open/competitive lists shall consist of applicants who have successfully met the criteria for the position as determined by the Human Resources Director.

(Code 1968 §40-31)

EXHIBIT C

Sec. 40-133. Certification of candidates to eligibility lists.

(a) The Human Resources Director shall establish criteria for certification on an appropriate eligibility list, which may include, but is not limited to, those qualifications specified in section 40-112 (education, experience, etc.) Any candidate so certified must possess the minimum qualifications specified for the position.

(b) When the initial evaluation of the applicants for any vacant position is completed, the names of the applicants shall be listed in rank order by the Human Resources Director or his/her designee, with the highest rated applicant listed first.

(c) After the expiration of a position posting period, if sufficient numbers of qualified applicants have applied for the position, a minimum of three (3) certified candidates shall be placed on the eligibility list.

(d) In extraordinary circumstances, when there are fewer than three (3) certified candidates, the Human Resources Director, at his or her discretion, nonetheless may authorize such list of candidates for consideration for employment.

(e) If there are not a sufficient number of candidates on the eligibility list, the commissioner or department head may request that additional names be considered for certification with the approval of the Human Resources Director by reopening the examination process.

(Code 1968 §40-32)

EXHIBIT D-1
FY'20 LOCAL UNION 1102 Active, Medical and RX Plan Rates-Effective 01/01/2020
HIGHMARK BCBS DE MEDICAL AND EXPRESS SCRIPTS RX PLAN SUMMARY

Service	**EPO Plan		**PPO II Plan		PPO I Plan <small>(Enrollment Restrictions Apply)</small>	
	In Network		In Network	Out-of-Network	In Network	Out-of-Network
Deductibles						
Employee Only	\$ 500**		None	\$300**	None	\$300**
Employee + One	\$1,000**			\$600**		\$600**
Employee + Family	\$1,500**			\$900**		\$900**
Co-insurance Limits						
Employee Only	None		\$500*	\$1,500**	None	\$1,500**
Employee +One			\$1,000*	\$3,000**		\$3,000**
Family			\$1,500*	\$4,500**		\$4,500**
Lifetime maximums	Unlimited					
Preventive						
Annual Exams	100%		100%	Not covered	100%	Not covered
Annual GYN Exam	100%		100%	Not covered	100%	Not covered
Mammogram	100%		100%	70%*	100%	80%*
Colonoscopy	100%		100%	70%*	100%	80%*
Pap Smear	100%		100%	70%*	100%	80%*
Well-child Care	100%		100%	Not covered	100%	Not covered
Immunizations	100%		100%	70%*	100%	80%*
Vision Exams	Not Covered		Not Covered	Not covered	Not Covered	Not covered
Hearing Exams	100% (PCP office)		100% (PCP office)	Not Covered	100% (PCP office)	Not Covered
Prostate Screening	100%		100%	70%*	100%	80%*
Illness or Injury						
Primary Doctor	\$30 co-pay		\$10 co-pay	70%*	\$5 co-pay	80%*
Specialist/Referral	\$30 co-pay		\$20 co-pay	70%*	\$10 co-pay	80%*
Laboratory Services	100%*		100%	70%*	100%	80%*
Imaging	100%*		90%	70%*	100%	80%*
Chiropractic	100%*		90%	70%*	100%	80%*
In The Hospital						
Room and Board	100%*		90%	70%*	100%	80%*
Physician & Surgeon	100%*		90%	70%*	100%	80%*
Other Services	100%*		90%	70%*	100%	80%*
Surgery – Outpatient	100%*		90%	70%*	100%	80%*
Maternity	100%*		90%	70%*	100%	80%*
Emergency						
Physician's Office	\$30 co-pay		\$10 co-pay	70%*	\$5 co-pay	80%*
Medical Aid Units	\$30 co-pay		\$22 co-pay	70%*	\$10 co-pay	80%*
Hospital ER	\$150 co-pay (waived if admitted)		\$150 co-pay (waived if admitted)	\$150 co-pay (waived if admitted)	\$150 co-pay (waived if admitted)	\$150 co-pay (waived if admitted)
Mental Health & Substance Abuse						
Inpatient						
Office Visits	100%*		90%	70%*	100%	80%*
	\$30 co-pay		\$10 co-pay	70%*	\$5 co-pay	80%*
Prescription Drugs (Mandatory Generic)	\$10/\$20/\$35 for a 30 day supply					
Retail	\$20/\$40/\$70 for a 90 day supply					
Mail Order						
Employee Bi -Weekly Cost (26)	12%	Wellness @ 10%	12%	Wellness @ 10%	12%	Wellness @ 10%
Employee Only	\$ 34.43 HRA \$250***	\$ 28.69 HRA \$250***	\$ 41.05 HRA \$250***	\$ 34.21 HRA \$250***	\$53.73	\$44.77
Employee + One	\$ 63.30 HRA \$500***	\$ 52.75 HRA \$500***	\$ 75.14 HRA \$500***	\$ 62.62 HRA \$500***	\$97.79	\$81.46
Employee + Family	\$ 92.87 HRA \$750***	\$ 77.39 HRA \$750***	\$ 110.27 HRA \$750***	\$ 91.89 HRA \$750***	\$143.55	\$119.63

* Percentage paid after deductible.

**Co-Insurance / Deductibles – Out-of-Network (PPO I and PPO II) ; Network Deductible (EPO)

***Includes HRA=Employer Paid Health Reimbursement Account

EXHIBIT D-2

CITY OF WILMINGTON
 FY'20 ACTIVE EMPLOYEE
 METLIFE DENTAL PLAN SUMMARY

Coverage Type	Dental Plan 1	Dental Plan 2		Dental Plan 3
		PDP In-Network	Out-of-Network	Buy-Up
Type A <ul style="list-style-type: none"> • Cleanings, Oral exams, X-Rays • Other maintenance type procedures • Preventive Services 	75%	100% of PDP Fee* No Deductible	100% of R&C Fee** No Deductible	100%
Type B <ul style="list-style-type: none"> • Fillings/Extractions • Other standard: Endodontic, Periodontics, Oral Surgery • Basic Restorative 	75%	80% of PDP Fee*	80% of R&C Fee**	90%
Type C <ul style="list-style-type: none"> • Bridges, Dentures, Implants • TMJ & other complex procedures • Major Restorative 	75%	60% of PDP Fee*	60% of R&C Fee**	60%
Type D <ul style="list-style-type: none"> • Orthodontia 	75%	50% of PDP Fee*	50% of R&C Fee**	60%
Deductible (type B & C Services) Individual Family	None	\$ 50 \$150		None
Annual Maximum Benefit	\$ 2,500 Per family	\$ 1,500 Per individual		\$ 2,500 Per individual
Orthodontia Lifetime Maximum Per Individual (included in \$2,500 annual FAMILY max)	Adult & Children \$7,500	\$1,000 (to age 18) Per Individual Dependent Child to age 18 (separate maximum)		Adult & Children \$5,000
Employee Cost Per Pay Employee only Employee + One Family	\$ 1.00 \$ 2.00 \$ 3.00	.50 \$ 1.00 \$ 1.50		\$ 4.00 \$ 6.00 \$ 10.00
*PDP Fee refers to the fees that participating PDP dentists have agreed to accept as payment in full, subject to any co-payments, deductibles, cost sharing and benefits maximums. **R&C Fee refers to the Reasonable and Customary (R&C) charge which is based on the lowest of (1) the dentist's actual charge, (2) the dentist's usual charge for the same or similar services, or (3) the charge of most dentists in the same geographic area for the same or similar services as determined by MetLife.				

EXHIBIT E

WAGES AND SALARIES - AFSCME LOCAL 1102

<u>GRADE A</u>
<u>GRADE B</u>
<u>GRADE C</u>
Records Clerk
<u>GRADE D</u>
Clerk II IT Support Services Technician
<u>GRADE E</u>
Account Clerk III Parking Regulations Enforcement Officer Scofflaw Enforcer Teleserve Operator
<u>GRADE F</u>
Account Clerk III Parking Regulations Enforcement Officer Scofflaw Enforcer
<u>GRADE G</u>
Account Entry Clerk Administrative Clerk I Communications Assistant Communications and Data Specialist Data Entry Clerk III Document Management Technician Police Records Specialist Police Reports Specialist Senior Clerk Vehicle Maintenance Technician
<u>GRADE H</u>
Account Technician Administrative Clerk II Assistant Water Meter Supervisor Constituent Service Assistant Delinquent Accounts Officer Emergency Call Operator

Labor Foreman II
<u>GRADE I</u>
Administrative Clerk III Assistant Street and Sewer Maintenance Supervisor Construction Inspector Customer Service Representative II Emergency Communications Specialist Senior Parking Regulation Enforcement Officer
<u>GRADE J</u>
Administrative Coordinator Assistant Street Cleaning Supervisor Document Management Systems Administrator Purchasing Coordinator I Purchasing Technician Senior Emergency Communications Specialist
<u>GRADE K</u>
Assistant Building Services Manager Chief Construction Inspector Meter Reader Service Coordinator
<u>GRADE L</u>
Assistant Sanitation Supervisor Delinquent Accounts Agent Earned Income Tax Agent ITMS Senior Technician Purchasing Coordinator II Settlement Clerk Water Quality Specialist
<u>GRADE M</u>
Building Permit Director Business Compliance Officer Code Enforcement Inspector Customer Service Consultant II Physical Activities Coordinator Recreation Program Coordinator Technical Landscape Foreman Traffic Maintenance Foreman Water Production Maintenance Foreman Water Quality Assistant
<u>GRADE N</u>
City Forester Executive Assistant to the Fire Chief Mechanical Code Enforcement Inspector

<u>GRADE O</u>
Purchasing Agent II Sanitation Supervisor Sewer Maintenance Supervisor Street Cleaning Supervisor
<u>GRADE P</u>
Assistant Water Distribution Supervisor Purchasing Agent II
<u>GRADE Q</u>
Building Code Enforcement Inspector Water Distribution Supervisor

EXHIBIT F

**RATE SCHEDULE
LOCAL 1102**

July 1, 2018 – June 30, 2019

	1	2	3	4	5	6	7
A	\$24,310.41	\$25,554.17	\$27,454.25	\$28,299.00	\$29,073.14	\$29,980.69	\$30,583.90
B	\$25,098.61	\$27,556.30	\$29,426.92	\$30,150.27	\$31,066.86	\$31,866.44	\$32,582.12
C	\$26,294.29	\$28,389.52	\$30,292.54	\$31,084.66	\$31,771.51	\$32,726.62	\$34,138.70
D	\$27,376.02	\$29,202.99	\$31,161.64	\$31,987.37	\$32,673.76	\$33,785.80	\$35,860.37
E	\$28,552.88	\$30,510.54	\$32,581.74	\$33,403.76	\$34,227.77	\$35,291.29	\$36,992.15
F	\$29,788.89	\$31,972.55	\$34,276.91	\$35,124.42	\$36,023.07	\$37,099.09	\$38,770.73
G	\$31,080.34	\$32,772.76	\$35,431.23	\$36,358.44	\$37,258.17	\$38,442.96	\$40,466.44
H	\$32,058.45	\$34,397.93	\$37,248.08	\$38,461.09	\$39,358.96	\$40,774.30	\$43,509.72
I	\$33,519.31	\$35,492.57	\$38,439.77	\$39,591.21	\$40,659.97	\$42,050.72	\$44,644.42
J	\$34,638.96	\$38,052.31	\$41,274.87	\$42,284.86	\$43,413.98	\$44,564.69	\$46,606.66
K	\$36,034.78	\$39,588.15	\$42,995.42	\$44,031.13	\$45,233.15	\$46,412.39	\$48,575.02
L	\$37,406.78	\$41,235.27	\$44,877.90	\$45,959.63	\$47,181.31	\$48,419.72	\$50,884.87
M	\$38,716.38	\$43,097.53	\$46,843.35	\$48,041.79	\$49,333.24	\$50,738.73	\$54,400.85
M-W	\$38,716.38	\$43,097.53	\$46,843.35	\$48,041.79	\$49,333.24	\$50,738.73	\$54,400.85
N	\$40,704.40	\$45,529.71	\$49,289.43	\$50,738.97	\$51,966.21	\$53,696.38	\$57,458.08
O	\$42,290.23	\$47,236.81	\$52,485.99	\$53,770.73	\$55,000.08	\$56,507.45	\$59,125.41
P	\$44,045.45	\$49,256.10	\$54,549.13	\$55,929.17	\$57,168.59	\$58,781.56	\$61,108.81
Q	\$47,208.20	\$54,047.10	\$57,979.50	\$59,476.54	\$61,441.11	\$63,044.05	\$65,611.79

July 1, 2019 – December 31, 2019

	1	2	3	4	5	6	7
A	\$24,796.62	\$26,065.26	\$28,003.34	\$28,864.98	\$29,654.61	\$30,580.30	\$31,195.58
B	\$25,600.58	\$28,107.43	\$30,015.45	\$30,753.27	\$31,688.20	\$32,503.77	\$33,233.76
C	\$26,820.18	\$28,957.31	\$30,898.39	\$31,706.35	\$32,406.94	\$33,381.15	\$34,821.47
D	\$27,923.54	\$29,787.05	\$31,784.87	\$32,627.11	\$33,327.24	\$34,461.52	\$36,577.58
E	\$29,123.94	\$31,120.76	\$33,233.38	\$34,071.84	\$34,912.32	\$35,997.11	\$37,731.99
F	\$30,384.67	\$32,612.00	\$34,962.44	\$35,826.90	\$36,743.54	\$37,841.07	\$39,546.14
G	\$31,701.94	\$33,428.22	\$36,139.86	\$37,085.61	\$38,003.34	\$39,211.82	\$41,275.77
H	\$32,699.62	\$35,085.89	\$37,993.04	\$39,230.31	\$40,146.14	\$41,589.78	\$44,379.91
I	\$34,189.70	\$36,202.42	\$39,208.57	\$40,383.04	\$41,473.17	\$42,891.74	\$45,537.31
J	\$35,331.74	\$38,813.35	\$42,100.37	\$43,130.56	\$44,282.26	\$45,455.99	\$47,538.80
K	\$36,755.48	\$40,379.91	\$43,855.33	\$44,911.75	\$46,137.82	\$47,340.64	\$49,546.52
L	\$38,154.92	\$42,059.98	\$45,775.45	\$46,878.82	\$48,124.94	\$49,388.12	\$51,902.57
M	\$39,490.71	\$43,959.48	\$47,780.21	\$49,002.63	\$50,319.90	\$51,753.51	\$55,488.87
M-W	\$39,490.71	\$43,959.48	\$47,780.22	\$49,002.63	\$50,319.90	\$51,753.50	\$55,488.87
N	\$41,518.49	\$46,440.30	\$50,275.22	\$51,753.75	\$53,005.53	\$54,770.30	\$58,607.24
O	\$43,136.03	\$48,181.55	\$53,535.71	\$54,846.15	\$56,100.08	\$57,637.60	\$60,307.92
P	\$44,926.36	\$50,241.23	\$55,640.11	\$57,047.76	\$58,311.96	\$59,957.19	\$62,330.98
Q	\$48,152.36	\$55,128.04	\$59,139.09	\$60,666.07	\$62,669.93	\$64,304.93	\$66,924.03

January 1, 2020 – June 30, 2020
\$500 Flat Amount

	1	2	3	4	5	6	7
A	\$25,296.62	\$26,565.26	\$28,503.34	\$29,364.98	\$30,154.61	\$31,080.30	\$31,695.58
B	\$26,100.58	\$28,607.43	\$30,515.45	\$31,253.27	\$32,188.20	\$33,003.77	\$33,733.76
C	\$27,320.18	\$29,457.31	\$31,398.39	\$32,206.35	\$32,906.94	\$33,881.15	\$35,321.47
D	\$28,423.54	\$30,287.05	\$32,284.87	\$33,127.11	\$33,827.24	\$34,961.52	\$37,077.58
E	\$29,623.94	\$31,620.76	\$33,733.38	\$34,571.84	\$35,412.32	\$36,497.11	\$38,231.99
F	\$30,884.67	\$33,112.00	\$35,462.44	\$36,326.90	\$37,243.54	\$38,341.07	\$40,046.14
G	\$32,201.94	\$33,928.22	\$36,639.86	\$37,585.61	\$38,503.34	\$39,711.82	\$41,775.77
H	\$33,199.62	\$35,585.89	\$38,493.04	\$39,730.31	\$40,646.14	\$42,089.78	\$44,879.91
I	\$34,689.70	\$36,702.42	\$39,708.57	\$40,883.04	\$41,973.17	\$43,391.74	\$46,037.31
J	\$35,831.74	\$39,313.35	\$42,600.37	\$43,630.56	\$44,782.26	\$45,955.99	\$48,038.80
K	\$37,255.48	\$40,879.91	\$44,355.33	\$45,411.75	\$46,637.82	\$47,840.64	\$50,046.52
L	\$38,654.92	\$42,559.98	\$46,275.45	\$47,378.82	\$48,624.94	\$49,888.12	\$52,402.57
M	\$39,990.71	\$44,459.48	\$48,280.21	\$49,502.63	\$50,819.90	\$52,253.51	\$55,988.87
M-W	\$39,990.71	\$44,459.48	\$48,280.22	\$49,502.63	\$50,819.90	\$52,253.50	\$55,988.87
N	\$42,018.49	\$46,940.30	\$50,775.22	\$52,253.75	\$53,505.53	\$55,270.30	\$59,107.24
O	\$43,636.03	\$48,681.55	\$54,035.71	\$55,346.15	\$56,600.08	\$58,137.60	\$60,807.92
P	\$45,426.36	\$50,741.23	\$56,140.11	\$57,547.76	\$58,811.96	\$60,457.19	\$62,830.98
Q	\$48,652.36	\$55,628.04	\$59,639.09	\$61,166.07	\$63,169.93	\$64,804.93	\$67,424.03

July 1, 2020 – June 30, 2021

	1	2	3	4	5	6	7
A	\$25,802.55	\$27,096.56	\$29,073.41	\$29,952.28	\$30,757.70	\$31,701.91	\$32,329.49
B	\$26,622.59	\$29,179.58	\$31,125.76	\$31,878.34	\$32,831.96	\$33,663.84	\$34,408.43
C	\$27,866.58	\$30,046.46	\$32,026.35	\$32,850.48	\$33,565.08	\$34,558.77	\$36,027.90
D	\$28,992.01	\$30,892.79	\$32,930.57	\$33,789.66	\$34,503.78	\$35,660.75	\$37,819.13
E	\$30,216.42	\$32,253.17	\$34,408.04	\$35,263.27	\$36,120.57	\$37,227.06	\$38,996.63
F	\$31,502.36	\$33,774.24	\$36,171.69	\$37,053.44	\$37,988.41	\$39,107.89	\$40,847.07
G	\$32,845.98	\$34,606.78	\$37,372.66	\$38,337.33	\$39,273.40	\$40,506.06	\$42,611.28
H	\$33,863.61	\$36,297.61	\$39,262.91	\$40,524.92	\$41,459.06	\$42,931.58	\$45,777.51
I	\$35,383.49	\$37,436.47	\$40,502.74	\$41,700.70	\$42,812.64	\$44,259.57	\$46,958.06
J	\$36,548.37	\$40,099.62	\$43,452.38	\$44,503.17	\$45,677.91	\$46,875.11	\$48,999.57
K	\$38,000.59	\$41,697.51	\$45,242.43	\$46,319.99	\$47,570.57	\$48,797.45	\$51,047.45
L	\$39,428.02	\$43,411.17	\$47,200.96	\$48,326.39	\$49,597.44	\$50,885.88	\$53,450.62
M	\$40,790.52	\$45,348.67	\$49,245.82	\$50,492.68	\$51,836.30	\$53,298.58	\$57,108.65
M-W	\$40,790.52	\$45,348.67	\$49,245.82	\$50,492.68	\$51,836.30	\$53,298.57	\$57,108.64
N	\$42,858.86	\$47,879.11	\$51,790.73	\$53,298.82	\$54,575.64	\$56,375.71	\$60,289.39
O	\$44,508.75	\$49,655.18	\$55,116.43	\$56,453.07	\$57,732.08	\$59,300.35	\$62,024.08
P	\$46,334.89	\$51,756.05	\$57,262.92	\$58,698.71	\$59,988.20	\$61,666.33	\$64,087.60
Q	\$49,625.41	\$56,740.60	\$60,831.88	\$62,389.39	\$64,433.33	\$66,101.03	\$68,772.51

July 1, 2021 – June 30, 2022

	1	2	3	4	5	6	7
A	\$26,318.60	\$27,638.49	\$29,654.87	\$30,551.32	\$31,372.85	\$32,335.95	\$32,976.08
B	\$27,155.05	\$29,763.17	\$31,748.28	\$32,515.91	\$33,488.60	\$34,337.12	\$35,096.60
C	\$28,423.91	\$30,647.39	\$32,666.88	\$33,507.49	\$34,236.38	\$35,249.95	\$36,748.46
D	\$29,571.85	\$31,510.65	\$33,589.18	\$34,465.45	\$35,193.86	\$36,373.96	\$38,575.51
E	\$30,820.75	\$32,898.23	\$35,096.20	\$35,968.54	\$36,842.98	\$37,971.60	\$39,776.56
F	\$32,132.41	\$34,449.73	\$36,895.13	\$37,794.51	\$38,748.17	\$39,890.05	\$41,664.01
G	\$33,502.90	\$35,298.92	\$38,120.11	\$39,104.07	\$40,058.87	\$41,316.18	\$43,463.51
H	\$34,540.88	\$37,023.56	\$40,048.16	\$41,335.42	\$42,288.25	\$43,790.21	\$46,693.06
I	\$36,091.16	\$38,185.20	\$41,312.79	\$42,534.71	\$43,668.89	\$45,144.76	\$47,897.22
J	\$37,279.34	\$40,901.61	\$44,321.42	\$45,393.23	\$46,591.46	\$47,812.61	\$49,979.56
K	\$38,760.60	\$42,531.46	\$46,147.28	\$47,246.39	\$48,521.98	\$49,773.40	\$52,068.40
L	\$40,216.58	\$44,279.40	\$48,144.98	\$49,292.92	\$50,589.39	\$51,903.60	\$54,519.63
M	\$41,606.33	\$46,255.64	\$50,230.73	\$51,502.53	\$52,873.03	\$54,364.55	\$58,250.82
M-W	\$41,606.33	\$46,255.64	\$50,230.74	\$51,502.53	\$52,873.03	\$54,364.55	\$58,250.82
N	\$43,716.04	\$48,836.69	\$52,826.54	\$54,364.80	\$55,667.15	\$57,503.23	\$61,495.18
O	\$45,398.93	\$50,648.28	\$56,218.76	\$57,582.13	\$58,886.72	\$60,486.36	\$63,264.56
P	\$47,261.59	\$52,791.17	\$58,408.17	\$59,872.69	\$61,187.96	\$62,899.66	\$65,369.36
Q	\$50,617.92	\$57,875.41	\$62,048.51	\$63,637.18	\$65,722.00	\$67,423.05	\$70,147.96

EXHIBIT G

LIST OF SHOP STEWARDS

The City recognizes Shop Stewards in the following areas:

Department of Finance
Department of Parks and Recreation
Department of Public Works
Wilmington Police Department
Wilmington Fire Department
William "Hicks" Anderson Community Center
Department of Licenses and Inspections
Department of Real Estate and Housing

AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT BETWEEN THE CITY OF WILMINGTON AND SAINT FRANCIS HOSPITAL, INC. FOR EMERGENCY AMBULANCE SERVICE

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City requires a contract for a private ambulance firm to provide emergency ambulance service. This service will be provided to all persons without regard to ability to pay. The service provider will be dispatched to all calls for emergency ambulance service in the City of Wilmington received by the New Castle County Emergency Communications Center via the E-9-1-1 System; and

WHEREAS, Saint Francis Hospital, Inc., a non-profit corporation of the State of Delaware, submitted a proposal that was memorialized in a contract, a copy of which is attached hereto and incorporated by reference herein as Exhibit "I" (the "Contract") to perform the requested services at no cost to the City; and

WHEREAS, the term of the Contract is for a period of four years from October 1, 2019 through October 1, 2023; and

WHEREAS, it is the recommendation of the Wilmington Fire Department that the City enter into the Contract with Saint Francis Hospital.

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

SECTION 1. The Contract between the City of Wilmington and Saint Francis Hospital, Inc., a copy of which Contract, in substantial form, is attached hereto as Exhibit "I,"

#4743

Sponsor:

Council Member Walsh

Co-Sponsor:

Council President Shabazz

for the period of four (4) years from October 1, 2019 through October 1, 2023 at no cost to the City, is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of the Contract, as well as 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.....November 7, 2019
Second Reading.....November 7, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of a no-cost four (4) year contract between the City of Wilmington and Saint Francis Hospital, Inc. to provide emergency ambulance service, without regard to the ability to pay, from calls received by the New Castle County Emergency Communications Center via the E-9-1-1 System.

FISCAL IMPACT STATEMENT: There is no fiscal impact to the City by this Ordinance.

EXHIBIT I

**AGREEMENT BETWEEN THE CITY OF WILMINGTON AND
SAINT FRANCIS HEALTHCARE**

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____ 2019 by and between the City of Wilmington, a municipal corporation of the State of Delaware (the "City") and Saint Francis Hospital, Inc., a non-profit corporation of the State of Delaware, ("Contractor" and together with the City, the "Parties").

WHEREAS, the City is requiring a contract for a private ambulance firm to provide emergency ambulance service, effective approximately October 1, 2019. This service will be provided to all persons without regard to ability to pay. The Contractor will be dispatched to all calls for emergency ambulance service in the City of Wilmington received by the New Castle County Emergency Communications Center via the E-9-1-1 System; and

WHEREAS, the Contractor has agreed to perform such services.

NOW THEREFORE, WITNESSETH, that the Parties, in connection with their mutual promises made below, agree as follows:

- A. **Scope of Services.** Contractor shall provide the services specified in Exhibit A to this Agreement for the City.
- B. **Term.** The term of this Agreement shall be effective from 1 October 2019 through 1 October 2023.
- C. **Funding.** The City shall pay zero dollars \$0.00 for services rendered under this Agreement.
- D. **General Terms and Conditions.** The City of Wilmington General Terms and Conditions attached as Exhibit B to this Agreement are incorporated herein and are an integral part of this Agreement.

IN WITNESS THEREOF, the parties hereunto have caused this Agreement to be executed as of the day and year first written above.

City of Wilmington

Witness

By: Michael Donohue
Chief of Fire
Wilmington Fire Department
Emergency Operations Center
22 S. Heald Street
Wilmington, DE 19801

Saint Francis Hospital, Inc.

Witness

By: Daniel Sinnott, President CEO
Saint Francis Hospital, Inc.
701 N. Clayton St.
Wilmington, DE 19805

EXHIBIT A

STATEMENT OF WORK

1. The Contractor, including its employees and equipment, shall meet all requirements for emergency medical ambulance service prescribed by the State of Delaware, the County of New Castle, and the City of Wilmington throughout the term of this agreement, including new standards of care and programs promulgated by the State of Delaware during the life of this contract.
2. The Contractor shall employ a Medical Director responsible for clinical oversight of ambulance services. This physician must be an emergency medicine practitioner approved by the Delaware's State EMS (Emergency Medical Services) Medical Director. This physician must have a practice proximate to the City of Wilmington. The Medical Director will be required to take an active role in oversight and must submit such periodic reports prescribed by the State EMS Medical Director to both the State and the City of Wilmington.
3. The Contractor shall provide at least six (6) 9-1-1 ambulances 24 hours a day/ 7 days a week for the city of Wilmington. A seventh ambulance shall be available 12 hours a day for inter-facility transports. When not transporting a patient, this ambulance shall be equipped to assist with 9-1-1 if call volume deems necessary.
4. The Contractor shall staff each ambulance with two (2) emergency medical caregivers who must be certified by the State of Delaware, regardless of any other qualification required by this contract.
 - A. At the time of proposal submission, 100 percent of caregivers must hold National Registry EMT-B (Emergency Medical Technician - Basic) Certification.
 - B. All caregivers must have completed a Pre-Hospital Trauma Life Support or Basic Trauma Life Support Certification Course.
 - C. All vehicle operators must have completed a State of Delaware Emergency Vehicle Operators Course. A staff roster with current certification and experience (including supervisors) must be supplied. The Contractor shall supply this staff roster quarterly, noting staff changes.
5. The Contractor must have at least seven (7) fully operational, State of Delaware certified ambulances throughout the life of this contract which meet standards established by the Delaware State Fire Prevention Commission for vehicles and equipment. A roster of vehicles and an inventory of equipment for each vehicle will be provided with the proposal. In addition to conventional communications equipment, each ambulance must be equipped with a mobile radio mounted in the patient compartment and accessible to the EMS provider

attending the patient. This radio must be compatible with Delaware State's 800 MHz trunked radio systems. These radios must be compatible with the City's most current radio system. A complete description of the vehicles intended to be used for this contract must be included in the proposal. The Contractor must also provide their own handsets for their own use.

6. The use of office space in the firehouses may be utilized by the Contractor so long as space is available. Use of the space is at the City's sole discretion. When possible, the City will give notice in advanced if space becomes unavailable, but the operational needs of the Department may require little to no notice.
7. There shall be no modifications to any fire station or station grounds without written permission from the Department.
8. In cases where the patient is responsible for payment, the patient shall not be billed more than the amount of \$250.00 dollars per transport.
9. The Contractor shall meet the following performance-based standards:

A. Time targets based on priority medical dispatch codes:

Advanced Life Support Five minutes (300 seconds) from dispatch time to on-scene arrival time 90 percent of the time.

Ten minutes (600 seconds) from dispatch time to on-scene arrival time 95 percent of the time.

Basic Life Support Five minutes (300 seconds) from dispatch time to on-scene arrival time 90 percent of the time.

Fifteen minutes (900 seconds) from dispatch time to on-scene arrival time 95 percent of the time.

Each response beyond these target times must be explained individually in writing by the Contractor; provided, however, that the measurement of response time targets may be suspended at the discretion of the City during periods when a Wilmington Weather Emergency Response Plan is in effect. These response times must be met in all areas of the City of Wilmington.

- B. A quality improvement plan must be submitted to and approved by the State EMS Medical Director. Quarterly reports must be submitted to the State and the City of Wilmington.
- C. The Contractor shall provide a consistent pattern of good quality ambulance service to all parts of the City of Wilmington.

- D. The Contractor shall provide consistent and quality participation in emergency preparedness planning and drills at no cost to the City of Wilmington.
- E. The Contractor must be located in the municipal boundaries of the City of Wilmington, in a non-residential section, which has been zoned commercial or industrial, and must remain in a non-residential commercial or industrial zone for the duration of the contract. The location of the Contractor must be approved by the City.
- F. The Contractor must comply with the City's NFIRS and DEMRS Reporting System Guidelines. All reports shall be completed in accordance with the current version of the "Statewide Standard Treatment Protocol, Delaware Basic Life Support Protocols, Guidelines and Standing Orders for Prehospital and Interfacility Patients" as published by the Delaware Health and Social Services, Office of EMS.
- G. In addition to any other requirements, the Contractor shall submit monthly reports to the City on the tenth day of each month for the previous month, which shall include at least the following information:
 - i. Daily call volumes by hour and by Contractor ambulance.
 - ii. Frequency and duration of time that Contractor ambulance was out of service.
 - iii. Instances and duration of time that the City of Wilmington Fire Department's or other ambulances were required because a Contractor's ambulance was out of service.
 - iv. Other information agreed to by parties.

10. Additional Contract Requirements:

- A. The contract will contain insurance and indemnification requirements satisfactory to the City as specified in Exhibit B.1 and B.4 of this Agreement. In addition, the Contractor will be required to provide a performance bond secured in the amount of one hundred thousand dollars (\$100,000.00) in favor of the City.
- B. The Contractor will be required to treat and transport any other Public Safety personnel injured in the line of duty at no cost to the individual. The injured party shall not be billed privately.

EXHIBIT B

CITY OF WILMINGTON GENERAL TERMS AND CONDITIONS

(the Agreement as supplemented by these General Terms and Conditions shall hereinafter be referred to collectively as the "Agreement")

1. **Insurance Coverage.** Saint Francis Hospital, Inc. (the "Contractor") shall provide insurance coverage for itself and all of its employees, if any, used in connection with the Agreement as follows: workers' compensation as required by law; and comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City of Wilmington ("City"). Contractor shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.
2. **Use of Subcontractors.** Contractor may use qualified consultants, subconsultants, or subcontractors to perform the services required under this Agreement upon the written approval of the City.
3. **Discrimination and Harassment.** In the performance of this Agreement, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age, sex, marital status, race, religion, color, national origin or sexual orientation.
4. **Mutual Indemnification.** Contractor and City each agree to defend, indemnify, and hold harmless the other party, its parent companies, affiliates, employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorneys' fees, to the extent resulting from the indemnifying party's own negligent acts or omissions, or of its employees, agents, subcontractors, consultants, or subconsultants in performing the services required under this Agreement.
5. **Records.** Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. Such records shall be made available for audit purposes to the City or its authorized representatives upon request.
6. **Reports and Information.** Contractor, at such time and in such form as the City may require, shall furnish the City such reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement.
7. **Business License.** Contractor shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.
8. **Taxes.** Contractor shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

9. **Findings Confidential.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy/copies, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Contractor under this Agreement are confidential, and Contractor agrees that such documents shall not be made available to anyone, without the prior written approval of the City.

10. **Ownership of Information.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy/copies, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by Contractor in connection with this Agreement shall become the exclusive property of the City for use by the City as the City deems appropriate. Contractor may keep copies of such documents for its records. Any reuse of the documents without the Contractor's written consent shall be at user's risk and responsibility.

11. **Notices.** Any notice which is required or may be given in connection with this Agreement shall be addressed to the parties via email and regular (USPS) mail as follows:

The City: City of Wilmington
Wilmington Fire Department
Emergency Operations Center
22 S. Heald Street
Wilmington, DE 19801
Attn: Michael Donohue, Chief of Fire

Contractor: Daniel Sinnott, CEO
Saint Francis Hospital, Inc.
701 N. Clayton St.
Wilmington, DE 19805

With a copy to: General Counsel/Legal Services
Saint Francis Healthcare Hospital, Inc.
701 N. Clayton St.
Wilmington, DE 19805

12. **Independent Contractor.** Contractor (and its employees and agents) is an independent contractor and not an employee or agent of the City.

13. **Oral Modifications.** This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

14. **Conflict Between Provisions.** To the extent that there is any conflict between these General Terms and Conditions and other portions of the Agreement, the terms set forth in these General Terms and Conditions shall govern.

15. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the City and Contractor, and their respective legal representatives, successors, and assigns.

16. **Compliance.** Contractor has developed and implemented a Corporate Compliance Plan and Code of Conduct to ensure that all business activities are in full compliance with all applicable federal, state and local laws. As part of its Corporate Compliance Plan and Code of Conduct, Contractor will comply with Contractor's Corporate Compliance Plan and Code of Conduct. Therefore, both parties mutually covenant, represent, warrant and agree that the establishment and operation of their respective facilities, businesses, services and personnel are and will continue to be in full compliance with all applicable federal, state and local laws. Specifically, the parties agree to not knowingly participate in any activity pursuant to this Agreement or in any aspect of their relationship that may constitute or be construed to constitute a violation of federal or state law regulation

If and to the extent that any payment made hereunder is determined by a court or governmental agency with jurisdiction to have been illegal, the recipient shall promptly return the payment (or the portion thereof so determined to have been illegal) to the payer. All correspondence exchanged in such matters shall be deemed to be confidential, and shall be provided solely for the purposes of re-negotiation of the Agreement and settlement of a potential dispute. No such correspondence shall be deemed disclosed as to waive any privileges otherwise applicable to same.

17. **Termination.** The City of Wilmington may terminate this Agreement at its convenience upon two weeks' notice. In the event of termination, the City shall pay to Contractor any fees then due for services performed by Contractor through the effective date of termination, if such services have been performed as specified in the Agreement. Contractor, upon receipt of such payment, shall deliver to City any deliverables, reports, or other documents to the extent then completed.

18. **Severability.** The Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

19. **Payment.** Payment shall be made by the City to the Contractor as provided in this Agreement after the satisfactory completion of the work specified in this Agreement and upon proper, undisputed invoice to the City.

20. **Applicable Law and Dispute Resolution.** The laws of the State of Delaware shall govern this Agreement. All disputes in connection with this Agreement shall be resolved by the courts of New Castle County, Delaware. Contractor agrees to submit exclusively to the jurisdiction and venue of said courts.

21. **Signed Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

**AGREEMENT BETWEEN THE CITY OF WILMINGTON AND
SAINT FRANCIS HEALTHCARE**

THIS AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____ 2019 by and between the City of Wilmington, a municipal corporation of the State of Delaware (the “City”) and Saint Francis Hospital, Inc., a non-profit corporation of the State of Delaware, (“Contractor” and together with the City, the “Parties”).

WHEREAS, the City is requiring a contract for a private ambulance firm to provide emergency ambulance service, effective approximately October 1, 2019. This service will be provided to all persons without regard to ability to pay. The Contractor will be dispatched to all calls for emergency ambulance service in the City of Wilmington received by the New Castle County Emergency Communications Center via the E-9-1-1 System; and

WHEREAS, the Contractor has agreed to perform such services.

NOW THEREFORE, WITNESSETH, that the Parties, in connection with their mutual promises made below, agree as follows:

- A. **Scope of Services.** Contractor shall provide the services specified in Exhibit A to this Agreement for the City.
- B. **Term.** The term of this Agreement shall be effective from 1 October 2019 through 1 October 2023.
- C. **Funding.** The City shall pay zero dollars \$0.00 for services rendered under this Agreement.
- D. **General Terms and Conditions.** The City of Wilmington General Terms and Conditions attached as Exhibit B to this Agreement are incorporated herein and are an integral part of this Agreement.

IN WITNESS THEREOF, the parties hereunto have caused this Agreement to be executed as of the day and year first written above.

City of Wilmington

Witness

By: Michael Donohue
Chief of Fire
Wilmington Fire Department
Emergency Operations Center
22 S. Heald Street
Wilmington, DE 19801

Saint Francis Hospital, Inc.

Witness

By: Daniel Sinnott, President CEO
Saint Francis Hospital, Inc.
701 N. Clayton St.
Wilmington, DE 19805

EXHIBIT A

STATEMENT OF WORK

1. The Contractor, including its employees and equipment, shall meet all requirements for emergency medical ambulance service prescribed by the State of Delaware, the County of New Castle, and the City of Wilmington throughout the term of this agreement, including new standards of care and programs promulgated by the State of Delaware during the life of this contract.
2. The Contractor shall employ a Medical Director responsible for clinical oversight of ambulance services. This physician must be an emergency medicine practitioner approved by the Delaware's State EMS (Emergency Medical Services) Medical Director. This physician must have a practice proximate to the City of Wilmington. The Medical Director will be required to take an active role in oversight and must submit such periodic reports prescribed by the State EMS Medical Director to both the State and the City of Wilmington.
3. The Contractor shall provide at least six (6) 9-1-1 ambulances 24 hours a day/ 7 days a week for the city of Wilmington. A seventh ambulance shall be available 12 hours a day for inter-facility transports. When not transporting a patient, this ambulance shall be equipped to assist with 9-1-1 if call volume deems necessary.
4. The Contractor shall staff each ambulance with two (2) emergency medical caregivers who must be certified by the State of Delaware, regardless of any other qualification required by this contract.
 - A. At the time of proposal submission, 100 percent of caregivers must hold National Registry EMT-B (Emergency Medical Technician - Basic) Certification.
 - B. All caregivers must have completed a Pre-Hospital Trauma Life Support or Basic Trauma Life Support Certification Course.
 - C. All vehicle operators must have completed a State of Delaware Emergency Vehicle Operators Course. A staff roster with current certification and experience (including supervisors) must be supplied. The Contractor shall supply this staff roster quarterly, noting staff changes.
5. The Contractor must have at least seven (7) fully operational, State of Delaware certified ambulances throughout the life of this contract which meet standards established by the Delaware State Fire Prevention Commission for vehicles and equipment. A roster of vehicles and an inventory of equipment for each vehicle will be provided with the proposal. In addition to conventional communications equipment, each ambulance must be equipped with a mobile radio mounted in the patient compartment and accessible to the EMS provider

attending the patient. This radio must be compatible with Delaware State's 800 MHz trunked radio systems. These radios must be compatible with the City's most current radio system. A complete description of the vehicles intended to be used for this contract must be included in the proposal. The Contractor must also provide their own handsets for their own use.

6. The use of office space in the firehouses may be utilized by the Contractor so long as space is available. Use of the space is at the City's sole discretion. When possible, the City will give notice in advanced if space becomes unavailable, but the operational needs of the Department may require little to no notice.
7. There shall be no modifications to any fire station or station grounds without written permission from the Department.
8. In cases where the patient is responsible for payment, the patient shall not be billed more than the amount of \$250.00 dollars per transport.
9. The Contractor shall meet the following performance-based standards:
 - A. Time targets based on priority medical dispatch codes:

Advanced Life Support Five minutes (300 seconds) from dispatch time to on-scene arrival time 90 percent of the time.

Ten minutes (600 seconds) from dispatch time to on-scene arrival time 95 percent of the time.

Basic Life Support Five minutes (300 seconds) from dispatch time to on-scene arrival time 90 percent of the time.

Fifteen minutes (900 seconds) from dispatch time to on-scene arrival time 95 percent of the time.

Each response beyond these target times must be explained individually in writing by the Contractor; provided, however, that the measurement of response time targets may be suspended at the discretion of the City during periods when a Wilmington Weather Emergency Response Plan is in effect. These response times must be met in all areas of the City of Wilmington.

- B. A quality improvement plan must be submitted to and approved by the State EMS Medical Director. Quarterly reports must be submitted to the State and the City of Wilmington.
 - C. The Contractor shall provide a consistent pattern of good quality ambulance service to all parts of the City of Wilmington.

- D. The Contractor shall provide consistent and quality participation in emergency preparedness planning and drills at no cost to the City of Wilmington.
- E. The Contractor must be located in the municipal boundaries of the City of Wilmington, in a non-residential section, which has been zoned commercial or industrial, and must remain in a non-residential commercial or industrial zone for the duration of the contract. The location of the Contractor must be approved by the City.
- F. The Contractor must comply with the City's NFIRS and DEMRS Reporting System Guidelines. All reports shall be completed in accordance with the current version of the "Statewide Standard Treatment Protocol, Delaware Basic Life Support Protocols, Guidelines and Standing Orders for Prehospital and Interfacility Patients" as published by the Delaware Health and Social Services, Office of EMS.
- G. In addition to any other requirements, the Contractor shall submit monthly reports to the City on the tenth day of each month for the previous month, which shall include at least the following information:
 - i. Daily call volumes by hour and by Contractor ambulance.
 - ii. Frequency and duration of time that Contractor ambulance was out of service.
 - iii. Instances and duration of time that the City of Wilmington Fire Department's or other ambulances were required because a Contractor's ambulance was out of service.
 - iv. Other information agreed to by parties.

10. Additional Contract Requirements:

- A. The contract will contain insurance and indemnification requirements satisfactory to the City as specified in Exhibit B.1 and B.4 of this Agreement. In addition, the Contractor will be required to provide a performance bond secured in the amount of one hundred thousand dollars (\$100,000.00) in favor of the City.
- B. The Contractor will be required to treat and transport any other Public Safety personnel injured in the line of duty at no cost to the individual. The injured party shall not be billed privately.

EXHIBIT B

CITY OF WILMINGTON GENERAL TERMS AND CONDITIONS

(the Agreement as supplemented by these General Terms and Conditions shall hereinafter be referred to collectively as the "Agreement")

1. **Insurance Coverage.** Saint Francis Hospital, Inc. (the "Contractor") shall provide insurance coverage for itself and all of its employees, if any, used in connection with the Agreement as follows: workers' compensation as required by law; and comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City of Wilmington ("City"). Contractor shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.
2. **Use of Subcontractors.** Contractor may use qualified consultants, subconsultants, or subcontractors to perform the services required under this Agreement upon the written approval of the City.
3. **Discrimination and Harassment.** In the performance of this Agreement, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age, sex, marital status, race, religion, color, national origin or sexual orientation.
4. **Mutual Indemnification.** Contractor and City each agree to defend, indemnify, and hold harmless the other party, its parent companies, affiliates, employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorneys' fees, to the extent resulting from the indemnifying party's own negligent acts or omissions, or of its employees, agents, subcontractors, consultants, or subconsultants in performing the services required under this Agreement.
5. **Records.** Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. Such records shall be made available for audit purposes to the City or its authorized representatives upon request.
6. **Reports and Information.** Contractor, at such time and in such form as the City may require, shall furnish the City such reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement.
7. **Business License.** Contractor shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.
8. **Taxes.** Contractor shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

9. **Findings Confidential.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy/copies, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Contractor under this Agreement are confidential, and Contractor agrees that such documents shall not be made available to anyone, without the prior written approval of the City.

10. **Ownership of Information.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy/copies, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by Contractor in connection with this Agreement shall become the exclusive property of the City for use by the City as the City deems appropriate. Contractor may keep copies of such documents for its records. Any reuse of the documents without the Contractor's written consent shall be at user's risk and responsibility.

11. **Notices.** Any notice which is required or may be given in connection with this Agreement shall be addressed to the parties via email and regular (USPS) mail as follows:

The City: City of Wilmington
Wilmington Fire Department
Emergency Operations Center
22 S. Heald Street
Wilmington, DE 19801
Attn: Michael Donohue, Chief of Fire

Contractor: Daniel Sinnott, CEO
Saint Francis Hospital, Inc.
701 N. Clayton St.
Wilmington, DE 19805

With a copy to: General Counsel/Legal Services
Saint Francis Healthcare Hospital, Inc.
701 N. Clayton St.
Wilmington, DE 19805

12. **Independent Contractor.** Contractor (and its employees and agents) is an independent contractor and not an employee or agent of the City.

13. **Oral Modifications.** This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

14. **Conflict Between Provisions.** To the extent that there is any conflict between these General Terms and Conditions and other portions of the Agreement, the terms set forth in these General Terms and Conditions shall govern.

15. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the City and Contractor, and their respective legal representatives, successors, and assigns.

16. **Compliance.** Contractor has developed and implemented a Corporate Compliance Plan and Code of Conduct to ensure that all business activities are in full compliance with all applicable federal, state and local laws. As part of its Corporate Compliance Plan and Code of Conduct, Contractor will comply with Contractor's Corporate Compliance Plan and Code of Conduct. Therefore, both parties mutually covenant, represent, warrant and agree that the establishment and operation of their respective facilities, businesses, services and personnel are and will continue to be in full compliance with all applicable federal, state and local laws. Specifically, the parties agree to not knowingly participate in any activity pursuant to this Agreement or in any aspect of their relationship that may constitute or be construed to constitute a violation of federal or state law regulation

If and to the extent that any payment made hereunder is determined by a court or governmental agency with jurisdiction to have been illegal, the recipient shall promptly return the payment (or the portion thereof so determined to have been illegal) to the payer. All correspondence exchanged in such matters shall be deemed to be confidential, and shall be provided solely for the purposes of re-negotiation of the Agreement and settlement of a potential dispute. No such correspondence shall be deemed disclosed as to waive any privileges otherwise applicable to same.

17. **Termination.** The City of Wilmington may terminate this Agreement at its convenience upon two weeks' notice. In the event of termination, the City shall pay to Contractor any fees then due for services performed by Contractor through the effective date of termination, if such services have been performed as specified in the Agreement. Contractor, upon receipt of such payment, shall deliver to City any deliverables, reports, or other documents to the extent then completed.

18. **Severability.** The Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

19. **Payment.** Payment shall be made by the City to the Contractor as provided in this Agreement after the satisfactory completion of the work specified in this Agreement and upon proper, undisputed invoice to the City.

20. **Applicable Law and Dispute Resolution.** The laws of the State of Delaware shall govern this Agreement. All disputes in connection with this Agreement shall be resolved by the courts of New Castle County, Delaware. Contractor agrees to submit exclusively to the jurisdiction and venue of said courts.

21. **Signed Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.