AN ORDINANCE TO AUTHORIZE AND APPROVE AN EXTENSION OF A CONTRACT BETWEEN THE CITY OF WILMINGTON AND PREFERRED MEAL SYSTEMS, INC. FOR THE 2020 SUMMER FOOD SERVICE PROGRAM

#4661

**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 19048PR - Summer Food Service Program (the "Contract") - in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A", to Preferred Meal Systems, Inc. (the "Contractor"), the lowest responsible bidder; and

WHEREAS, the Contract's term is from June 19, 2019 to August 23, 2019, at an estimated price of Six Hundred Fifty-Eight Thousand, Ninety-Eight Dollars (\$658,098.00) based on an estimated number of meals requested at the price of \$1.52 per Individual Breakfast, \$2.59 per Individual Lunch, and \$2.59 per Individual Supper, with the possibility of one (1) extension thereafter for Summer 2020 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, the Summer Food Service Program is funded through a grant from the State of Delaware; and

WHEREAS, said extension period was included in the Contract in order to provide for continuity of service and to lock in 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 2020 Summer Food Service Program.

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

SECTION 1. A one-year extension to Contract 19048PR - Summer Food Service Program - between the City of Wilmington and Preferred Meal Systems Inc., a copy of which Contract, in substantial form, is attached hereto as Exhibit "A," for the 2020 Summer Food Service Program, at an estimated price of Six Hundred Fifty-Eight Thousand, Ninety-Eight Dollars (\$658,098.00) based on an estimated number of meals at the price of \$1.52 per Individual Breakfast, \$2.59 per Individual Lunch, and \$2.59 per Individual Supper, 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 June 6, 2019 Second Reading June 6, 2019
Third Reading
Passed by City Council,
President of City Council
ATTEST:
City Clerk

Approved this	day of	, 2019.
<del></del>	Mayor	<del></del> ;

**SYNOPSIS:** This Ordinance authorizes the City to exercise its option to extend Contract 19048PR - Summer Food Service Program - between the City of Wilmington and Preferred Meal Systems, Inc. for the 2020 Summer Food Service Program at an estimated price of Six Hundred Fifty-Eight Thousand, Ninety-Eight Dollars (\$658,098.00) based on an estimated number of meals at the price of \$1.52 per Individual Breakfast, \$2.59 per Individual Lunch, and \$2.59 per Individual Supper.

**FISCAL IMPACT STATEMENT:** This Ordinance has no anticipated fiscal impact because the Summer Food Service Program is funded through a grant from the State of Delaware.

W0105809

# **EXHIBIT A**

Ad Number: 0003328095

Run Dates: 01/15/19, 01/22/19

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

# 19048PR-SUMMER FOOD SERVICE PROGRAM

Bid opening: Tuesday, February 5, 2019, at 3:00 p.m., in the 5th floor Conference Room.

Specs may be obtained at the above address.

Phil Ceresini Purchasing Agent II Division of Procurement and Records Department of Finance

PC/vt

pceresini@WilmingtonDE.gov www.WilmingtonDE.gov

1/15, 1/22-NJ

-0003328095-01



Street Address: 950 West Basin Road New Castle, DE 19720

Mailing Address: P.O. Box 15505 Wilmington, DE 19850 (302) 324-2500 (800) 235-9100

Legal Desk: (302) 324-2676 Legal Fax: 302 324-2249

SD CITY WILM PURCHASING DIV 800 N FRENCH ST FL 5

WILMINGTON, DE 19801

DE,

#### AFFIDAVIT OF PUBLICATION

# State of Delaware

**New Castle County** 

Personally appeared The News Journal

Of the **The News Journal Media Group**, a newspaper printed, published and circulated in the State of Delaware, who being duly sworn, deposeth and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 2 times, once in each issue as follows:

01/15/19, 01/22/19

A.D 2019

Sworn and subscribed before me, this 22 day of January,

2019

Ad Number: 0003328095

Legal notification printed at larger size for affidavit.



# ADDENDUM #1 Contract 19048PR SUMMER FOOD SERVICE PROGRAM



In response to questions and comments that have been received we offer the following updates, clarifications. Note that only questions that were determined to be relevant have been addressed.

- Hot deliveries is the expectation that vendors will deliver meals to sites hot or will these be heated on site by your team?
  - 1. Summer food meals are served cold.
- Bags of ice are ice packs okay?
  - 1. All meals and milk must be kept to USDA standard of 40 degrees Fahrenheit or below. See page 13 of IFB # 8-10.
- Is it possible to get a new site list? I am unable to read the site name and addresses for the one that is currently in the packet.
  - 1. This information will be provided after training of sites
- Clarify that sites who will receive breakfast and lunch may receive their delivery at the same time.
  - 1. Breakfast and lunch meals are served and delivered at different times.
- How many days a week is chocolate milk expected to be served?
  - 1. Typically white (Review Schedule C)
- Our sandwiches already come in individually wrapped containers, confirming they do not need to be in an additional container or package.
  - 1. Individually wrapped containers are sufficient as long as it is sealed and food tray is provided.
- Are we required to serve the menu in the IFB or is this to be used a guide?
  - The menu is a guide. Each meal is to be delivered by the vendor at the time of the projected service time. The meal is being served to be in compliance with the USDA temperature mandates by Department of Education.
- I looked back at my notes from our end of season meeting and I have a note that your students didn't like Swiss cheese in their sandwiches but I see it on the menu in Day 14. Want to make sure this is accurate?
  - 1. All sandwiches that include cheese are to be served with American cheese.
- I see Peanut Butter and Jelly Swirl and I wanted to make sure this is accurate with the potential allergies?
  - 1. The menu included is a guide. Due to allergies we do not serve peanut butter and jelly sandwiches.

- Cucumber Sauce? Is that Ranch dressing or Tzatziki Sauce?
  - 1. The menu included is a guide. Ranch dressing is sufficient.

# ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 24 January 2019 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801

# **INSTRUCTIONS TO BIDDERS**

- 1. Bids on **City Contract** 19048PR-SUMMER FOOD SERVICE PROGRAM will be publicly opened and ead aloud in the 5<sup>th</sup> Floor Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on TUESDAY, FEBRUARY 5, 2019, 3:00 P.M.
- 2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "Bid for City Contract 19048PR-SUMMER FOOD SERVICE PROGRAM" and addressed to the Department of Finance, Division of Procurement and Records, 5<sup>th</sup> 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. <u>The successful bidder</u> 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 25 percent Performance and/or Labor and Materials Bonds over 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. <u>The successful bidder</u> 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 (<a href="www.sam.gov">www.sam.gov</a>). 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<sub>E</sub> 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.
- 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.
- 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 'dding 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.

# 2019 19048PR SUMMER FOOD SERVICE PROGRAM



JUNE 17 – AUGUST 23, 2019

(Closed Thursday, July 4th)

Serving Breakfast, Lunch and Dinner for 49 Weekdays

# CITY OF WILMINGTON SUMMER FOOD SERVICE PROGRAM

#### **QUANTITIES**:

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

Approximately 2500 unitized breakfasts at approximately 75 sites daily.

Approximately 3000 unitized lunches at approximately 100 sites daily.

Approximately 800 unitized suppers delivered to central depot daily.

#### **DELIVERIES:**

Contractor to deliver all food and liquids to each of the designated sites or designated locations. Designated representatives shall be available at each site and will be responsible for the receiving of all items and supervision of feeding. Approximately 75 breakfast deliveries to be made between the hours of 7:00AM and 10:00AM. Approximately 100 lunch deliveries to be made between the hours of 11:00AM and 1:00PM. Approximately 800 supper deliveries to be made between the hours of 11:00AM and 1:00PM to the Central Deport location. To ensure a smooth operation, it will be necessary that the aforementioned delivery schedule be strictly adhered to.

Items delivered frozen, other than juice; will cause entire days meals to be disallowed.

Vendor will supply 1 bag of ice for each 25 meals delivered to outdoor park sites. Vendor must supply 1 trash bag for every 25 meals delivered.

#### SITE LOCATION

The attached listed sites (Schedule A) and Central Depot (500 Wilmington Avenue, Wilmington, DE 19801) constitute the tentative delivery locations. Successful bidder may contact the following individual for complete delivery instructions and information:

Nicole R. Adams, Manager Youth and Families Division 500 Wilmington Avenue Wilmington, DE 19801 (302) 576-3810

#### TIME PERIOD

Program to commence on June 17, 2019 and to continue every week (Monday through Friday) until August 23, 2019, excluding July 4th for a total of 49 days.

# FOOD REQUIREMENTS

All 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 and is included in this document as Schedule C.

# SEE USDA FOOD SPECIFICATIONS (ATTACHED)

Raw foods must meet the grade requirements outlined as follows:

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

#### LENGTH OF CONTRACT

The length of the contract shall be June 17, 2019 – August 23, 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.

#### **GENERAL CONDITIONS**

- 1. Bidder may contact the following individual by email for additional information concerning this proposal: Phil Ceresini, pceresini@wilmingtonde.gov
- 2. Bidder must complete Proposal Form with all required information.
- 3. Bidder must submit required documentation, including health permit and inspection documentation, with bid response.
- 4. Quantities rendered are approximated to fulfill the requirement for the operating period. The City reserves the right of ordering more or less than the stated estimated amounts at any time, in such quantities as needed and successful contractor will deliver to any directed site such quantities as designated at the bid price.
- 5. Contractor shall supply sufficient containers for distribution of milk and meals 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.
- 6. 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.
- 7. Successful bidder will have a turnaround time of 24 hours or less for changes in the number of meals (increases and decreases) delivered daily. Counts for the next day's delivery will be called into contractor by 2:00 p.m. daily.
- 8. 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.
- 9. Successful contractor to provide copy of insurance showing public liability, vehicle liability, and property damage insurance.
- 10. Hold Harmless: The bidder, if awarded a contract, agrees to protect, defend, and save harmless the 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.

11. All bidders are requested to arrange for site visitations so as to inform themselves of locations and delivery condition.

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

- A. By submission of this offer, the offerer certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
  - 1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offerer and will not knowingly be disclosed by the offerer prior to opening in the case of an advertisement procurement, or prior to aware in the case of a negotiated procurement, directly or indirectly to any other offerer or to any competitor;
  - 3. No attempt has been made or will be made by the offerer to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

# II. INSTRUCTION TO BIDDERS

- A. Definitions, as used herein:
  - 1. The term "Bid" means the bidder's offer.
  - 2. The term "bidder" means a food service management company submitting a bid in response to this invitation for bid.
  - 3. The term "contractor" means a successful bidder who is awarded a contract by a sponsor under the SFSP.
  - 4. Food service management company means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in § 225.15."
  - 5. The term "invitation to bid" hereafter referred to as IFB, means the document where the procurement is advertised. In the case of this program, the IFB becomes a part of the contract once both parties agree in writing to all terms and conditions of the IFB.

- 6. The term "Sponsor" means the City of Wilmington, the service institution which contracts with the Department of Education to operate and manage the Summer Food Service Program.
- 7. The term "unitized meal" means an individual preportioned meal consisting of a combination of foods meeting the Summer Food Service Program (SFSP) meal pattern requirements (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.

Other terms shall have the meanings ascribed to them in the SFSP regulations (7 CFR Part 225).

- B. Explanation to Bidders: Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specification, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uniformed bidders.
- C. Acknowledgment of Amendments of IFBs: The sponsor must acknowledge receipt of an amendment to an IFB by a bidder by signing and returning this amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.
- D. Bidders Having Interest In More Than One Bid: If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.
- E. Errors in Bids: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error. Neither law nor regulations make allowance for error either of omission or commission on the part of the bidders. In the case of error in extension of prices in the bid, the unit price shall govern.

# F. Evaluation of Bidders/Award of Contract:

- 1. The contract will be awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the IFB, is the lowest in price.
- 2. The sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
- 3. The sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder whose investigation shows is not in a position to perform the contract.

4. Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.

# G. Late Bids, Modification of Bids, or Withdrawal of Bids

- 1. Any bid received after the exact time specified for receipt of bids will not be considered.
- 2. Any modification or withdrawal of bid is subject to the same conditions as in (A) above, except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or an authorized representative, provided their identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for the receipt of bids.
- 3. Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the sponsor will be considered at any time it is received and may be accepted.

#### H. Bid Bond

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

#### III. SCOPE OF SERVICES

- A. United States Department of Agriculture regulations 7 CFR Part 225, entitled Summer Food Service Program, is hereby incorporated by reference.
- B. Contractor agrees to deliver unitized meals inclusive of milk or juice to locations set out in Schedule A, attached hereto and made a part thereof, subject to the terms and conditions of this solicitation.
- C. All meals furnished must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof.
- **D.** Contractor shall furnish meals as ordered by the sponsor during the period of operation specified on under "Time Period" and as further specified in Schedule A.
- E. Pricing shall be on the menus described in Schedule C. All bidders must submit bids on the same menu cycle provided by the sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the sponsor. Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g. condiments, utensils, and trash bags, etc.).

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.

#### G. Meal Orders

Sponsor 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 for notification may be less than 24 hours if mutually agreed upon between parties of this contract.

# H. Meal-Cycle Change Procedure

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

# I. Noncompliance

The sponsor reserves the right to inspect and determine the quality of food 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. Such notice must be provided to vendor by end of business Tuesday for preceding week.

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

#### J. Specifications

#### 1. Packaging

- a) Hot Meal Unit Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° (204° C) or higher.
- b) Cold Meal Unit (or Unnecessary to Heat) Container and overlay to be plastic or paper and non-toxic.
- c) Sandwich is to be individually wrapped in addition to the overlay on the container.
- d) 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
- e) Meals shall be delivered with appropriate non-food items: condiments, straws for milk, napkins, single service ware, etc. Sponsors shall insert the types of condiments that are necessary for the meals on Schedule C.
- f) Individual containers shall be delivered in cartons constructed to prevent damage to the containers inside. An equal number of containers must be in each carton, except one, which may have fewer to allow for the exact number of meals ordered.
- g) The sponsor does require that contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers said meal service (i.e. two hours for lunch, one hour for all other meal types).
- h) All cartons shall have, on file, the name of the supplier, the telephone number, and a product label specifying ingredients for any food product utilized for meals under this contract. The contractor shall be able to immediately supply this information to the sponsor, State Agency, or health department for any meal served at any site listed on Schedule A.
- i) All components of a cold meal shall be unitized in a container before delivery to a site. Container and overlay shall be plastic, paper, non-toxic metallic or biodegradable material. Milk and/or juice may be enclosed in the unitized container.
- j) All components of a hot meal shall be unitized in one or two containers before delivery to site. If two containers are used, one will store the hot and one the cold portions of the meal. Container and overlay should be an airtight closure and shall be aluminized or non-toxic metallic or biodegradable

- nonflammable material. Milk may be enclosed in the cold portion container.
- k) Containers shall be sufficient strength to prevent crushing of food and shall package the meals so that they are completely unexposed to the elements.

#### K. Delivery

- Meals are to be delivered daily, unloaded and placed in the designated location by the contractors' personnel at each site and serving time listed on Schedule A, and Central Depot, 500 Wilmington Avenue, Wilmington, DE 19801.
- 2. The contractor shall be responsible for delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.
- 3. The sponsor reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A and make changes in the approved level for the maximum number of meals which may be served under the program at each site (established under 7 CFR §225.6(d)(2) of SFSP regulations). The sponsor shall notify contractor by providing an amendment to Schedule A of all sites which are approved, canceled or terminated subsequent to acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided within 24 hours or less and vendor must comply with changes.
- 4. The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for lunch and within one-half hour of the beginning of meal service for breakfast or supplement and in accordance with the serving time schedule (Schedule A). Where holding facilities have been approved by the state agency, contractor can deliver two meal types together according to the meal service time for early meals. Where emergency affects the ability of contractor to deliver meals separately or sponsor to utilize meals delivered separately, each situation is to be resolved by mutual agreement of contractor, sponsor and state agency.
- 5. The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the sponsor at all sites after meals are accepted. Damaged or incomplete meals, or inaccurate counts of meals reflected on delivery slips will not be included when the number of reimbursable meals is determined.
- 6. The 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.
- 7. Hot and cold portions of meals must be delivered at the same time.

- 8. Cold meals shall be delivered at the site at a maximum temperature of 41°F but shall not have a temperature of less than 32°F at scheduled time of meal service.
- 9. The vehicle and/or carton utilized to deliver cold meals shall have the capability of keeping the product below 41°F until time of site delivery.
- 10. Hot meals shall be delivered at the site at a temperature of at least 135°F but shall not exceed 160°F at scheduled time of meal service.
- 11. The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 135°F until time of site delivery.

#### L. Food Preparation

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

# M. Food Specifications

- 1. All meals must meet the meal pattern requirements as set forth in 7 CFR §225, and the food specifications and quality standards as set forth in Schedule C of this Invitation for Bid.
- 2. All meat, meat products, and poultry 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 or objectionable odors or signs of deterioration on delivery.
- 3. Milk and milk products are defined as "... pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim, or cultured buttermilk which 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

# A. Supervision and Inspection of Facility

- 1. The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.
- 2. The contractor hereby agrees to supervise at its place of business the preparation and assembly of meals and to conduct quality control inspections to check portions, size and appearance of packaging as well as quality of product.

Contractor recognizes right of representative of sponsor, Delaware Department of Education and/or representatives of the United States Department of Agriculture to inspect contractor's food service facilities at any time during contract period. Such inspection may proceed with or without notice to contractor.

3. The 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.

#### B. Recordkeeping

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

# C. Method of Payment

1. The contractor shall submit its itemized invoices to the sponsor in compliance with Section 225.6(h)(2)(iv) of the SFSP regulations. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. The vendor shall calculate the number of meals delivered each week. Payment will be made at the unit price. Each payment period will be calculated and paid for independent of other periods. No payment shall be made unless the required delivery receipts have been signed by the site representative of the sponsor. The sponsor requires itemized daily invoices.

2. The contractor shall be paid by the sponsor for all meals delivered in accordance with this contract and SFSP regulations. However, neither the department nor the State Agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

#### C. Performance Bond Requirement

For contracts over \$150,000, a performance bond equal to at least 10 percent, but not more than 25 percent of the value of the winning contract, must be obtained by the contractor. The performance bond must be from a company listed in the current United States Department of Treasury Circular 570 certified to do business in Delaware. The contractor must furnish a copy of the bond to the sponsor within 10 days of the contract's award. The performance bond must include the entire period that sponsor will operate the feeding program. Sponsors may not accept cash, letter of credit, trust account, land or any other form of guarantee in lieu of the performance bond.

#### D. Insurance

The successful bidder shall procure and maintain the following insurance:

- 1. Workers' Compensation in accordance with the laws of the State of Delaware.
- 2. Liability coverage for bodily injury, property damage and products liability, including bodily injury and property damage caused by automobiles, with limit of \$500,000 for injury or death of any one person and \$1,500,000 for injury or death of two or more persons in any one accident, \$100,000 property damage and \$200,000 products liability for any single occurrence.
  - 'Contractor shall furnish sponsor with such evidence of insurance as sponsor may reasonably require, including insurance covering contractor's contractual liability.
- 3. Contractor shall indemnify sponsor and state against loss or damage including attorney fees and costs of litigation caused by negligent acts of contractor or of contractor's agents or employees.
- 4. Contractor expressly agrees to defend any suit against sponsor for personal injury, sickness or disease arising out of consumption or use of products purchased from contractor (as well as suit for loss resulting from pilferage by contractor's employees). Sponsor shall promptly notify contractor and Delaware Department of Education in writing of any claims against either contractor or sponsor, and if suit has been filed, shall forward to contractor and state all papers received in connection thereof. Sponsor shall not incur expense or enter into settlement without contractor's consent, provided however, that if contractor shall refuse or fail to defend, sponsor may defend, adjust or settle any such claim, and the costs thereby incurred, including reasonable attorney fees, are to be charged to contractor.

# E. Availability of Funds

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

#### F. Emergencies

- 1. In the event of unforeseen emergency circumstances, the contractor shall immediately notify the sponsor by telephone or fax of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery, and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than two hours after beginning of specified meal service time for lunch and one hour after beginning of specified meal service time for breakfast.
- 2. 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.
- 3. Adjustments for emergency situations affecting the contractor's ability to deliver meals, or sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and sponsor.
- 4. In 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.

#### G. Termination

- 1. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and Surety Company, if applicable, of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken 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 reprocurement action on a competitive basis to arrive at a fair and reasonable price, if the food service management company was not required to be bonded in accordance with Section 225.15(g)(6) and 225.15(g)(7) of the regulations.
- 2. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts, or otherwise were offered or given

by the contractor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.

- 3. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- 4. The rights and remedies of the sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 5. This contract is expressly made contingent upon adequate funding from federal, state and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have the option to terminate this contract upon five days written notice to contractor. If contract is terminated in this manner, sponsor shall be released from liability for food ordered by contractor but shall remain liable for food prepared for delivery by contractor before notice is given. In contracts over \$150,000 this contract is further made contingent upon delivery by contractor to sponsor of a performance bond in the amount specified on page 1, to be furnished within ten (10) days of award of contract to ensure contractor's full and faithful performance of its obligations hereunder. Upon satisfactory performance of contractor's contractual obligations and at the expiration of the contract term, contractor shall be entitled to cancellation of performance bond.
- 6. Should contractor default in timely or adequate performance of any of its obligations hereunder, sponsor may, upon notice to contractor and state agency, utilized program payments to satisfy the debt or obligation owed sponsor by contractor.
- 7. Sponsor and contractor agree that sponsor may cancel contract within 72 hours notice to the contractor and with approval of the state agency for any one or more of the following documented reasons:
  - a) Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
  - b) Contractor fails to deliver any one meal type on any day without sufficient justification.
  - c) Ten percent (10%) of a sponsor's sites under this contract, over a one-week period, received meal delivery outside of the approved time.

- d) Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).
- e) Any part of this contract was assigned or subcontracted to another company for the preparation of the meals.
- f) Meals are not in compliance with Schedule B, meal pattern requirements.
- 8. Contractor may cancel this contract for the following documented reason:

An excess of five percent (5%) of the meals delivered under this contract, over a one-week period were disallowed by the state agency, and are attributed to sponsor's failure to meet its responsibilities under this contact or agreement with the state agency.

9. Sponsor and contractor verify right of state agency to terminate participation in the program if sponsor and/or contractor fail to abide by regulations of this program.

# H. Subcontracts and Assignments

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

#### I. General Provisions

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

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

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

Debarment and Suspension (Executive Orders 12549 and 12689) — A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2CFR 180 that implement Executive Orders12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. [see <a href="https://www.sam.gov">www.sam.gov</a>]

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

#### **USDA Nondiscrimination Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race,

color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

To file a program complaint of discrimination, complete the <u>USDA Program Discrimination</u> <u>Complaint Form</u>, (AD-3027) found online at:

http://www.ascr.usda.gov/complaint\_filing\_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

Updated 8/16/16 MAS
Updated 3/17/2011 AFB Sources: USDA MARO corrections by Marlene Stein and The Food buying Guide for Child Nutrition Programs.
CMW/SFSP2/dvj/Sched-D1

Delaware Department of Education Nutrition Services Division Summer Food Service Program

Sponsor Schedule A- 2018 Summer Food Service. Program Sites

Vendor Number: No Vendon# Agreement Number: 01-06

Winnington Department of Youth & Families-0000000025 500 Wilmington Ave Wilmington, DE 19801 Wilmington, DE 19801 (302) 578-38 10 Ext. 3811 Fax: (302) 573-5675

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Delaware Department of Education Nutrition Services Division Summer Food Service Program

Sponsor Schedule A - 2018 Summer Food Service Program Sites

Agreement Number, 01-08

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Delaware Department of Education Nutrition Services Division Summer Food Service Program

Sponsor Schedule A- 2018 Summer Food Service Program Silter

Agreement Number: 01-06

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Delaware Department of Education Nutrition Services Division Summer Food Service Program Sponsor Schedule A- 2018 Summer Food Service Program Sites

Winnington Department of Youth & Families-000000025 500 Winnington Ave Winnington, DE 19801 Kevin Kelly (302) 576-3010 Ext. 3811 Fax: (302) 573-5675

Vendor Number, No Vendor

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Delaware Department of Education Nutrition Services Division Summer Food Service Program

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Vendor Number, No Vendor#

Sponsor Schedule A- 2018 Summer Food Service Program Sites

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Report Run: 10/18/201811;11;02AM

Wilmington Department of Youth & Families-0000000025

500 Wilmington Aire Wilmington, DE 19801

(302) 576-3810 Ext. 3811 Kevin Kelty

Fax:(302) 573-5675

Sponsor Schedule A - 2018 Summer Food Sendoe Program Sibse

Delaware Department of Education Nutrition Services Division Summer Food Service Program

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Primary Service
Daryelle Hopkins
(757) SST-374
Recreation Phone Number
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Kayla Brown
(302) 575-3835
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(302) 367-5031
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(302) Src-3336
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Withington, DE 19001 Safe Address
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Neter Crember Park
501 N. Madison Street
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Report Run: 10/18/2018/11:11:02AM

Agreement Number: 01-08

Vendor Number: No Vendor#

Witnington Department of Youth & Families-000000025 500 Witnington Ave Witnington, DE 19801 Kevin Kelty (302) 578-8810 Ext. 3811 Fax: (302) 573-585

Sponsor Schedule A - 2018 Summer Food Service Program Sites

Delaware Department of Education Nutrition Services Division Summer Food Service Program

Site Name	Contact Name Phone Number Type of Site	Enginenty Door Due	Safe Type	Mosi	T ME	- F	S Start Date	End Dele	Med Type	Start Time	End Time	do	GAP .	Fledd Tipe?
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Delaware Department of Education Nutrition Services Division Summer Food Service Program

Wirnington Department of Youth & Families-000000025 500 Wilmington Ave
Wirnington, DE 19801
Kevin Kelly
(302) 576-3810 Ext. 3811
Fax: (302) 573-5675

Sponsor Schedule A - 2018 Summer Food Service Program Siles

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Report Run: 10/18/2018 11:11:02AM

Delaware Department of Education Nutrition Services Division Summer Food Service Program Sponsor Schedule A - 2018 Summer Food Service Program Silves

Agreement Number: 01-06

Vendor Number: No Vendont

Witnington Department of Youth & Families-0000000025 500 Witnington Ave

500 Wilmington Ave Wilmington, DE 19801

Kevin Kelly (302) 576-3810 Ext 3811 Fax: (302) 573-5675

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2102 Northead Blvd.
Wilmington, DE 19602 Site Name
Site Address
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Apartners Camp
631 A Towns Court
Wernington, OE 19801 Site Name Site Address New Oestry Fetowarp 906 E. 16th Street Wilmington, DE 19802 Site Name Site Address Negnomood House/Soutrendge 1216 B Street Withington, DE 19001

Report Run: 10/18/201811:11:02AM

Sponsor Schedule A - 2018 Summer Food Service Program Siles.

Vendor Number: No Vendore

Withmington Department of Youth & Families-000000025 500 Withmington Ave Withmington, DE 19801 Withmington, DE 19801 (302) 576-3810 Ext. 3911 Fax: (302) 573-5975

Site Name	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Mex	T WS	<u> </u>	S Start Date	End Date	S adv Type		End Time All	ADP CAP	Figure 7	Field 55.2
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Report Run: 10/18/201811:11:02AM

Sponsor Schedule A - 2018 Summer Food Service Program Siles

Wilmington Department of Youth & Families-000000025 500 Wilmington Ave Wilmington, DE 19801 Kervin Kelty (302) 570-3810 Ext. 3811 Fax: (302) 573-5675

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Report Run: 10/18/201811::11:02AM

Sponsor Schedule A - 2018 Summer Food Service Program Sites

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Phone Number Type of Site Primary Service Kerry Jackon (302) 764-6170 Recreation	Contact Name Phone Number Type of Site Primary Service	Elaine Murphy (302) 624-9860 Open Recreation	Contact Name Phone Number Type of Site	Primary Service Maunoe Jones (302) 781-9623 Open	6	Contact Name Phone Number Type of Site Primary Service	Mary Blangs (302) 723-3616 Open		Contact Name Phone Number Type of Site Primary Service	Cherry Reed (302) 359-7472 Open Other	
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Report Run; 10/18/201811;:11:02AM

Delaware Department of Education Nutrition Services Division Summer Food Service Program

Sponsor Schedule A- 2018 Summer Food Sendoe Program Siles

Agreement Number; 01-06 Vendor Number; No Winnergon Department of Youth & Families-000000025 S00 Wilnington Ave Winnington, DE 19601 Kevin Kelly (302) 576-3810 Ext. 3811 Fax (302) 573-5675

Vendor Number: No Vendore

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Media	7	- 12 - 17 - 17	89	Start Date		9	Start Time	End Time ADP	<b>∀</b> D6	SA <sub>P</sub>	Field Trips?
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				Lumoh	×	X	XXX			Vended	12 00 PM	130 PM	KI	જ	
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Wilmington Department of Youth & Families-0000000055

Kevin Kelly (302) 576-3810 Ext. 3811 Fax (302) 573-6675

500 Wilmington Ave Wilmington, DE 19801

Delaware Department of Education Nutrition Services Division Summer Food Service Program Sponsor Schedule A - 2018 Summer Food Service Program Siles

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Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

Sponsor Schedule A - 2018 Summer Food Service Program Sites

Wirmington Department of Youth & Families-000000025 500 Wilmington Ave Wilmington, DE 10801 Kevin Kelly (302) 576-3810 Ext. 3811 Fax: (302) 573-5075

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Sponsor Schedule A - 2018 Summer Food Service Program Sites

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500 Wilmington Ave Wilmington, DE 19601

Kevin Kelly

(302) 576-3610 Ext. 3611 Fax: (302) 573-5675

Sponsor Schedule A - 2016 Summer Pood Service Program Sites

Delaware Department of Education Nutrition Services Division Summer Food Service Program

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### Schedule B

# U.S. DEPARTMENT OF AGRICULTURE REQUIRED MEAL PATTERNS

### SUMMER FOOD SERVICE PROGRAM MEAL PATTERNS

FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST Serve all three	LUNCH OR SUPPER Serve all four	SNACK Serve two of the four
Milk	REQUIRED	REQUIRED	
Fluid milk (whole, low-fat, or fat-free)	1 cup <sup>1</sup> (X pint, 8 fluid ounces) <sup>2</sup>	1 cup (X pint, 8 fluid ounces) <sup>3</sup>	1 cup ()Spint, Il fluid ounces) <sup>2</sup>
Vegetables and Fruits — Equivalent quantity of any combination of	REQUIRED	REQUIRED	
Vegetable or fruit or	Х сир	% cup total <sup>4</sup>	<b>К</b> сир
Full-strength vegetable or fruit juice	X cup (4 fluid ounces)		% cup (6 fluid ounces) <sup>5</sup>
Grains/Breads <sup>6</sup> — Equivalent quantity of any combination of	REQUIRED	REQUIRED	
Bread or	1 slice	1 slice	1 slice
Combread, biscuits, rolls, muffins, etc. or	1 serving <sup>7</sup>	1 serving <sup>7</sup>	1 serving <sup>7</sup>
Cold dry cereal or	% sup or 1 summe <sup>8</sup>		K cup of 1 ourses
Cooked cereal or cereal grains or	K cup	X cup	% сир
Cooked pasts or noodle products	Х сир	ж сир	Ж сыр
Meet/Meet Alternates Equivalent quantity of any combination of	OPTIONAL	REQUIRED	
Lean meat or poultry or fish or	1ounce	2 ounces	1 ounce
Alternate protein products or	1 ounce	2 conces	1 ounce
Cheese or	1 ounce	2 ownces	1 ounce
Egg (large) or	ж	1	×
Cooked dry beans or peas or	ж сор	% cup <sup>t</sup>	X cup <sup>1</sup>
Peanut or other nut or seed butters or	2 tablespoons	4 tablespoons	2 tablespoons
Nuts or seeds or		1 ounce=50% <sup>13</sup>	1 ounce
Yogurt	4 ownces or % cup	# ounces or 1 cup	4 ounces or % cup

For the purposes of the requirement outlined in this table, a cup means a standard measuring cup
 Served as a beverage or on cereal or used in part for each purpose
 Served as a beverage
 Served as a beverage
 Served as a beverage.

Full strength vegetable or fruit juke may be counted to meet not more than one-half of this requirement.

one-half of this frequirement.

5. Suize may not be served when milk is served as the only other component.

6 Bread, pasts or noodle products, and cernal grains (such as rice, bulger, or corn grits) shall be whole-grain or marined. Combread, biscutts, rolls, mulfins, etc., shall be made with whole-grain or enriched mest or flour. Cereal shall be whole-grain, enriched, or flortified.

 $<sup>7\,\</sup>text{Serving sizes}$  and equivalents will be in guidance materials to be distributed

Securing states are a agreements were or in guiternian receives to be executely PRES to States againnible.

B Ethier volume (clop) or weight (puncas), whichevor is less

9 Must meet the requirements of 7 CFR 22S Appandix A

10 Thee nuts and accids that may be used as meat alternate are listed in

<sup>10</sup> Thee nuts and seeds that may be used as meat alternate are listed in program guidance.

1.1 No more then 5-0 percent of the requirement shall be met with nots or seeds. Nuts or seeds shall be combined with another meat/meat alternate be fulfill the requirement. For purposes of determining combinations, one owner of nuts or seeds is equal to one owner of cooked lean meet, poultry or fish.

12 Plain or flavored, unsweetened or sweetened.

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

### BREAKFAST MENU

DAY 1 FRESH FRUIT
HONEY NUT CHEERIOS (1 CUP) OR EQUIVALENT
APPLE JUICE
WHITE MILK 1%

DAY 2 FRUIT JUICE
BLUEBERRY MUFFIN
FRUIT CUP
WHITE MILK 1%

DAY 3 PEAR CUP (1/2 CUP)
CINNAMON BAGEL
CREAM CHEESE
PINEAPPLE JUICE (1/2 CUP)
WHITE MILK 1%

DAY 4 STRAWBERRY YOGURT
BANANA MUFFIN
FRESH PLUM
ORANGE JUICE
MILK 1%

DAY 5 APPLE SAUCE (1/2 CUP)
WHOLE GRAIN/CINNAMON ROLL
GRAPE JUICE (1/2 CUP)
WHITE MILK 1%

DAY 6 FRESH FRUIT
CRISPY WHEAT & RAISINS OR EQUIVALENT
ORANGE JUICE (1/2 CUP)
WHITE MILK 1%

DAY 7 FRESH FRUIT
GOLDEN GRAHAM CEREAL (1 CUP) OR EQUIVALENT
APPLE SAUCE (1/2 CUP)
MILK 1%

DAY 8 BAGEL WITH JELLY ORANGE JUICE MILK 1%

### **BREAKFAST MENU**

(continued)

DAY 9 FRESH FRUIT FRUIT LOOPS (1 CUP) APPLE JUICE (1/2 CUP) WHITE MILK 1%

DAY 10 FRESH FRUIT DONUT GRAPE JUICE MILK 1%

DAY 11 FRESH FRUIT
STRAWBERRY BREAKFAST BAR
ORANGE JUICE (1/2 CUP)
MILK 1%

DAY 12 FRESH FRUIT
FRUIT YOGURT
GRAHAM CRACKERS
APPLE JUICE (1/2 CUP)
WHITE MILK 1%

DAY 13 FRESH FRUIT
FROSTED FLAKES (1 CUP)
GRAPE JUICE (1/2 CUP)
WHITE MILK 1%

DAY 14 APPLE SAUCÉ (1/2 CUP)

MINI WHEATS LITTLE BITES (1 CUP)

ORANGE JUICE (1/2 CUP)

WHITE MILK 1%

DAY 15 FRESH FRUIT
CINNAMON ROLL/WHOLE GRAIN
FRUIT JUICE (1/2 CUP)
WHITE MILK 1%

# WILMINGTON DEPARTMENT OF PARKS AND RECREATION SUMMER LUNCH AND DINNER PROGRAM

(Supper menu will be the same menu as lunch.)

### LUNCH MENU/SUPPER MENU

DAY 1 TURKEY HAM & AMERCIAN CHEESE

HAMBURGER ROLL

MUSTARD

APPLE SAUCE ORANGE JUICE

GRAHAM CRACKERS

1% CHOCOLATE MILK

DAY 2 LETTUCE & TOMATO WITH SLICED STRIPS OF CHICKEN

FRENCH DRESSING

**CRACKERS** 

APPLE MUFFIN

PINEAPPLE JUICE

1% CHOCOLATE MILK

DAY 3 SLICED TURKEY

KAISER ROLL

MIXED FRUIT CUP

**GRAPE JUICE** 

MAYONNAISE

**GRAHAM CRACKERS** 

1% CHOCOLATE MILK

DAY 4 SLICED CHICKEN – WITH LETTUCE AND TOMATO – ON BUN

**MAYONNAISE** 

PINEAPPLE TIDBITS

1% CHOCOLATE MILK

DAY 5 BEEF BOLOGNA & AMERICAN CHEESE

WHITE BREAD

PEACH CUP

APPLE JUICE

**MUSTARD** 

1% CHOCOLATE MILK

DAY 6 AMERICAN CHEESE & TURKEY BREAST

WHEAT BREAD

PEACH CUP

APPLE JUICE

MAYONNAISE

CHEESE & CRACKERS

1% CHOCOLATE MILK

### LUNCH MENU/SUPPER MENU

(continued)

DAY 7 CHICKEN SALAD

WHEAT BUN PEACH CUP APPLE JUICE MAYONNAISE

1% CHOCOLATE MILK

DAY 8 PEANUT BUTTER AND JELLY SWIRL

WHOLE GRAIN CRACKERS CINNAMON APPLE SAUCE

**RAISINS** 

1% CHOCOLATE MILK

DAY 9 BEEF BOLOGNA & AMERICAN CHEESE

WHITE BREAD MUSTARD

PINEAPPLE TIDBITS

APPLE JUICE

LOW-FAT GRANOLA 1% CHOCOLATE MILK

DAY 10 SLICED CHICKEN

KAISER ROLL MAYONNAISE GRAPE JUICE APPLE SAUCE CUP 1% CHOCOLATE MILK

DAY 11 AMERICAN CHEESE & TURKEY BREAST

KAISER ROLL MAYONNAISE

CELERY STICK AND CUCUMBER SAUCE

APPLE JUICE
MANGO SLICES

1% CHOCOLATE MILK

DAY 12 TUNA, TOMATO & LETTUCE, WITH MUSTARD AND MAYO PACKETS

WAFERS GRAPES

BAKED TORTILLA CHIPS W/SALSA

PINEAPPLE JUICE

1% CHOCOLATE MILK

### LUNCH MENU/SUPPER MENU

(continued)

DAY 13 BEEF BOLOGNA & AMERICAN CHEESE

WHEAT BREAD

**MUSTARD** 

PINEAPPLE CUP

BABY CARROTS & CUCUMBER SAUCE

FRUIT JUICE

1% CHOCOLATE MILK

DAY 14 SWISS CHEESE & TURKEY HAM

STEAK ROLL

MUSTARD

LETTUCE & TOMATO CUP

MIXED FRUIT CUP

GRAPE JUICE

1% CHOCOLATE MILK

DAY 15 BEEF BOLOGNA & AMERICAN CHEESE

HAMBURGER ROLL

PEAR CUP

FRUIT JUICE

MUSTARD

CELERY STICKS & CUCUMBER SAUCE

1% CHOCOLATE MILK

See Table for portion sizes.

# PROPOSAL FORM

DATE:	-			CONTRA	ACT: 19048PR
	d hereto is a bid b		e amount of		dollars cents.
City of	Wilmington Busir	ess Licer	nse Number is		
Procure		, reserves	ch the knowledge that the Departs is the right to reject any and all propose nington to do so.		
	license/permit a al form.	nd a cop	by of the most recent health inspect	ion need to be s	ubmitted with
We, the the City	undersigned, her of Wilmington, P	eby agree arks and	e to furnish and deliver, per specificat Recreation (various locations), Wilmin	tions, the item(s)	listed below to 19801.
<u>Item</u>	Approximate Quantity	# of <u>Days</u>	Description	Unit <u>Price</u>	Price
1	2,500	49	Individual Breakfasts (as specified)	\$	\$
2	3,000	49	Individual Lunches (as specified)	\$	\$
3	800	44	Individual Suppers (as specified)	\$	\$
			GRAND TOTAL		\$
Location	n of Bidders' Prep	aration F	acility:		
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# **CONSENT OF SURETY**

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Gentlemen:	ži.
We, the	
-	
	(Surety Company's Address)
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a Surety Company authorized to do l	usiness in the State of Delaware, hereby agree that if
*	(Contractor)
	(Address)
is awarded Contract	We will write the required Performance and/or Labor and Materials
Bond required by Paragraph 6 of the	nstructions to Bidders.
20114 10 4411 04 27 1 2114 91 21 1	
	Surety Company
	BY:
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# PREFERRED MEAL SYSTEMS, INC.

Helping Future Leaders Achieve Their Potential
One Nutritious Meal at a Time





# **Statement of Confidentiality**

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

This information has been submitted on a confidential basis and is for review solely by The City of Wilmington Summer Food Service Program for the purpose of determining the award of a contract to the successful bidder under the specification titled 19048PR-Summer Food Service Program.

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



The City of Wilmington
Division of Procurement & Records
800 French St
Wilmington, DE 19801

Dear Nicole :

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

The enclosed comprehensive proposal contains all of the elements required by your specification to meet the goals of the The City of Wilmington. We believe we are uniquely qualified to continue to serve your organization with a nutritionally balanced, student focused, and cost efficient solution.

The City of Wilmington's program model blends perfectly with Preferred Meals' strengths:

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

Given the opportunity to present and discuss our proposal with you and the evaluation team, you will see the value-added services Preferred Meals will bring to The City of Wilmington Summer 2019. Thank you again for opportunity to participate in the proposal process.

Sincerely,

Shawn Devlin

Shawn Devlin District Manager



### **Table of Contents**

## **Proposal Section**

# **Executive Summary**

### Meals

- Quality Standards
- Meals that Exceed USDA Standards and Are Student Tested
- Variety of Choices
- Fresh Options

# Marketing

- Communication
- Merchandising
- Health and Wellness
- Innovations

## People

- Leadership
- Professional Development.
- Recognition
- Experience and Customer Service

## **Operations**

- Food Safety
- Distribution Management
- Environmentally Friendly Practices

## **Systems**

- Cost Containment
- Information Systems
- Achieve Financial Results

### Let's Get Started - The Transition Plan

### **Exhibits**

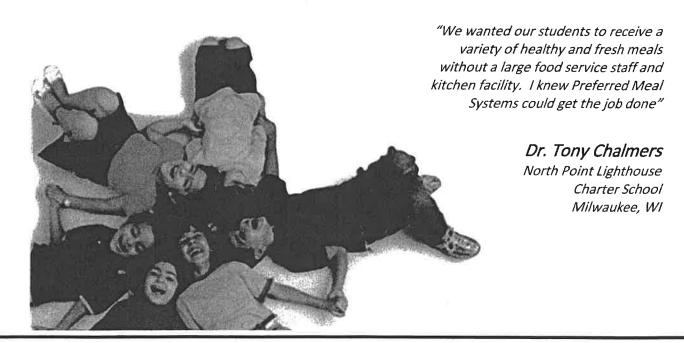


# Executive Summary For The City of Wilmington Summer Food Service Program

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

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

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





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





# The City of Wilmington Summer's Goals

# are delivered through Preferred's Core Success Drivers

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

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



# Lighthouse Academies Successfully Tackles Its Foodservice Challenge

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

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

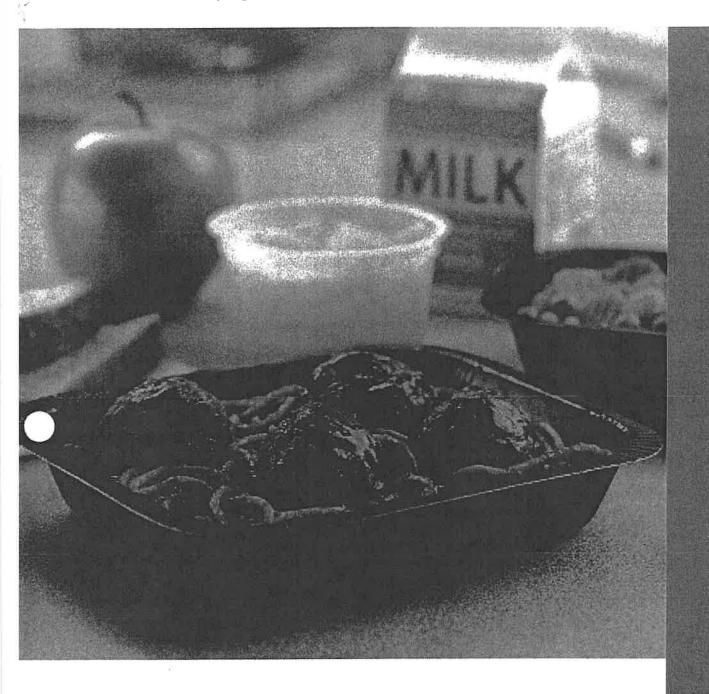
"We wanted our students to receive a variety of healthy and fresh meals; I knew that Preferred Meals could get the job done." We found that our students enjoy these healthy and well-balanced meals and there is minimal waste. And, our teachers who purchase the meals also report they are very satisfied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





MEV.

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# **MEALS**

# that Exceed USDA Standards and are Student Tested

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

#### Our meals:

- Focus on Quality
- Exceed USDA Regulations
- Offer Variety
- Are Heated on-site and served with Fresh components
- Are sealed for Food Safety







### **Quality Standards**

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

# Preferred Meal System, Inc.'s Quality Standards

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





### Meals

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

### Fresh Meal Components

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

### **Nutritionists and Dietitians**

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

- ✓ Compliance with all USDA regulations
- ✓ The menus meet the requirements established within The City of Wilmington Summer's RFB.

#### Cristina Oala- Corporate Dietitian

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



Cristina Oala, RD, LDN
Corporate Dietitian/Menu Coordinator
Preferred Meal Systems, Inc.





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### **Nutritionally Compliant Audit Ready Meals**

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

### Child Nutrition (CN) Labeled Meals

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

A	sample	CN	logo:

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





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

### **Electronic Ingredient Statements**

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





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# Variety of Selections

The development of menus for our partner School Districts are based on three primary guiding principles:

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

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



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

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



**MEALS** 

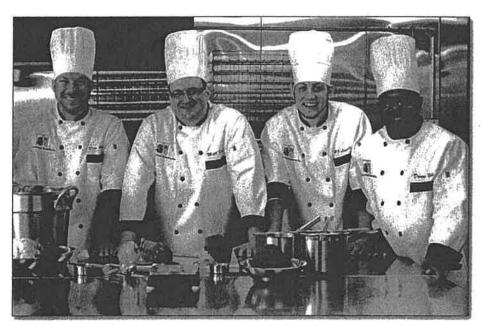


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### **Meet Your Chefs**

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

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



### Executive Chef -- Paul (PJ) Lemoncelli



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

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

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

Chef PJ Lemoncelli Corporate Chef Preferred Meals









### **Student Tested Meals**

Who better than to tell us how our meals taste but students? We carefully evaluate each and every product we provide to school districts – all meals are student tested before being placed on the menu. Student taste panels meet once per month to evaluate meals and provide feedback on food preferences.

#### Taster

### Program Highlights:

- Teach students to describe what they taste and express opinions using descriptive words and logical reasoning.
- ✓ Provides students an opportunity to build confidence in decision-making.
- ✓ Data collected helps develop products that students like.





### **Product Development**

Preferred Meal Systems has a commitment to child nutrition. Our team of Dieticians and Nutritionists closely follow USDA regulations and work with our Research and Development team to develop products that not only meet federal regulations but also taste good. New regulations set forth by the Healthy Hunger Free Kids Act have added a level of complexity to menu planning that has never been experienced in the National School Lunch Program. Our chef's have been busy preparing for the new requirements and have reformulated all menu items to be in compliance.





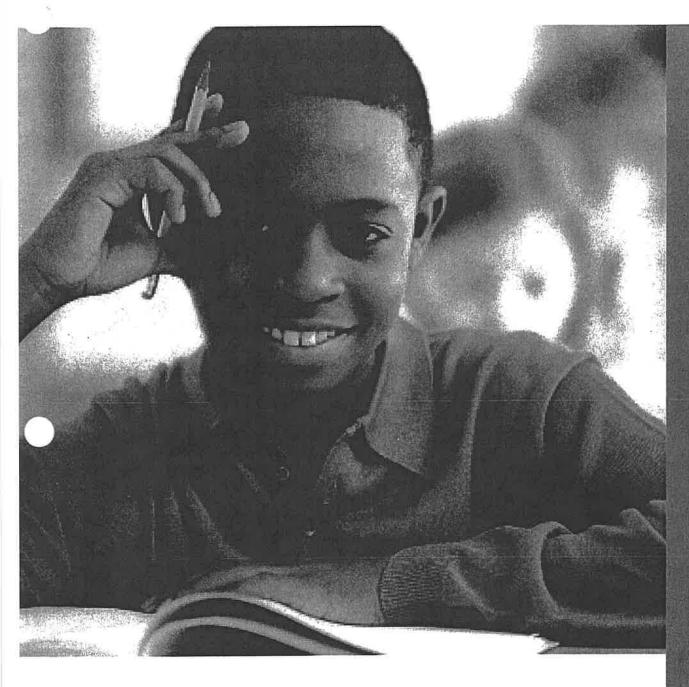
# MEALS that Exceed USDA Standards and are Student Tested

- ✓ Meals exceeding the USDA standards and maximizing reimbursement
- ✓ A commitment to Quality Standards
- ✓ Purchasing practices that adhere to "Buy American" requirements and the Food Buying Guide for Child Nutrition Programs.
- ✓ A passionate team of nutritionists and dietitians that assure all menus meet the required standards, prepare documentation for certification and are available to consult with school personnel.
- ✓ Student taste tested menus that offer a variety of choices with menu items that are created by team of enthusiastic professional chefs.
- ✓ An available allergen meal program that removes the complexity of providing meals to students with food allergies.





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# **MARKETING**

#### that is Robust and Impactful

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

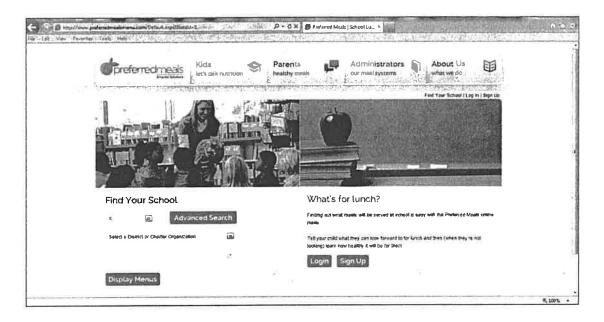
#### Our marketing plan:

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





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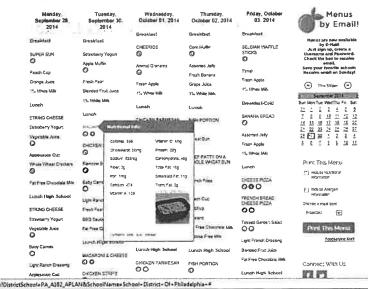


#### Interactive Menus Online

Preferred's Info Systems and Menu teams have developed a method to electronically bring The City of Wilmington Summer Program menus to parents, students and the entire community for each school. State of the art technology allows for easy access to menus and nutritional information on the web or on a mobile device for each serving site in the district. Our proprietary menu site is easily accessible and provides the daily menu, nutrition and allergy information for each item. Each site can be customized with the school or district logo. Parents, students, school staff, administrators and more, can print customized and colorful graphic menus, nutrition and allergy reports.

The menu grid features pop-up nutrition, allergy information, photos and special character designations for USDA vegetable subgroups, meatless items, whole grain, local and organic items.

The site is accessible on a PC or a mobile device for families on the go. A log-in feature allows parents to sign up to receive their students menu by email each week so knowing what is on the menu is easier than ever.



Easy linking instructions to your website are included and make your menu easily accessible at any time.

MARKETING

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#### Cooking up change

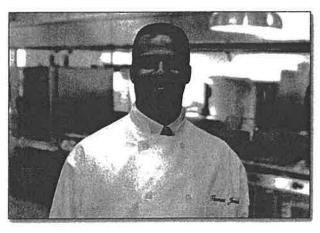
Preferred Meals is a proud sponsor of *Cooking up Change,* a mentoring program for students aspiring to pursue a career in food.
Students create healthy recipes that follow the parameters of the National School Lunch Program nutritional requirements and financial guidelines.





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

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





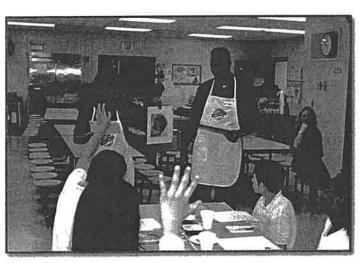
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VIP Kid Taster Program

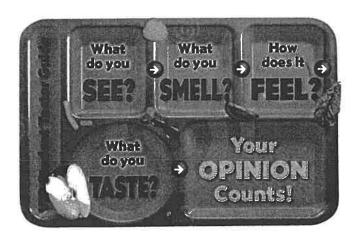


Preferred Meals recognizes that having healthy nutritious meals that meet regulations are only effective if students eat them. Our Student Taster Program provides feedback to our team on new products while giving students valuable skills they can use outside of school.

Members of our culinary & research team conduct



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











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EOPLE







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## **PEOPLE**

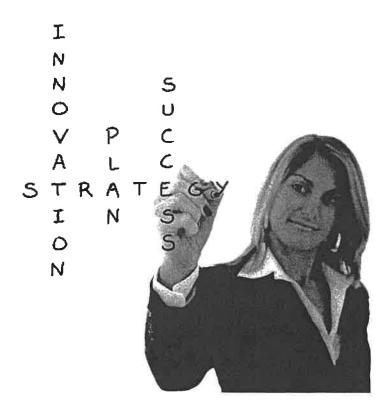
that are Experienced and Customer Service Driven

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

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

#### Our people:

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







PEOP

#### Leadership

Partnering with The City of Wilmington Summer Program is a team of local management and company support resources. Shawn Devlin will be your local District Manager. Shawn supports your District by:

- Executing the The City of Wilmington Preferred Meal System transition plan
- Implementing and monitoring the Core 5 Success Drivers
- Monitoring your program and providing on-going training
- Communicating success and areas of opportunity

The District Manager will join forces with the Anthony Moore to ensure that The City of Wilmington 's goals are achieved.

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

George Chivari CEO Preferred Meal Systems, Inc.

#### Shawn Devlin, District Manager-Eastern Region



Shawn Devlin is a District Manager in the Eastern Region for Preferred Meals. He joined the team in October of 2017 and oversees accounts in PA, NJ, NY & DE area. Shawn is a graduate of Temple University, where he earned a Bachelor of Science degree in Tourism & Hospitality Management.

Shawn has over 20 years of food service experience with various companies in hospitality, sports and entertainment division. He has extensive experience in operations, quality customer services, and financial forecasting within the food and beverage and event planning industry.



# PEOPLE VILK MILK

#### **Company Support Resources**



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

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





PEOP

#### **Professional Development**

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

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

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

#### **Onsite Workshops**

As part of our Pre-Opening transition activities we have included the identification of professional development opportunities throughout the school year. Preferred Meals believes that investing in professional development is a cornerstone of a well-managed and operated school food service program. Professional development sessions are also a great opportunity for two-way communication. It also provides for The City of Wilmington – Preferred Meals leadership teams to hear from the nutrition services employees.

Preferred Meal System, Inc.'s team of professional development professionals will conduct workshops for food service personnel in order to ensure proper food presentation, safe preparation and handling of the Preferred Meal System, Inc.'s products and equipment. It is an opportunity for food service employees to improve their skills and provide optimal service to their schools and school children.

The Districts that we partner with are provided with on-site training as well as continuous and on-going training visits on the following topics:

#### Food Preparation and Presentation Standards

Proper cooking methods including batch cooking Appetizing food presentation Understanding menus and menu substitutions

#### Food Safety, Storage and Handling

Food safety – safe handling, storage and cooking based on the principals of HACCP HACCP supplied program
Sanitation
Equipment maintenance and problem reporting



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Handling foreign objects/food borne illness

#### Nutrition

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

The HealthierUS School Challenge

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

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

#### Creating Cafeteria Excitement

Importance of making in school dining a pleasant experience Adding interest to the cafeteria setting Getting children excited about upcoming promotions Decorating the service line

#### An Ounce of Prevention

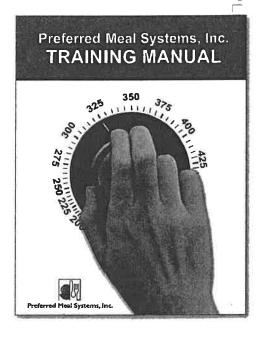
Importance of hand washing Cleaning and sanitizing procedures Cleaning and sanitizing equipment and surfaces

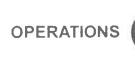
#### Understanding Menus and Menu Development

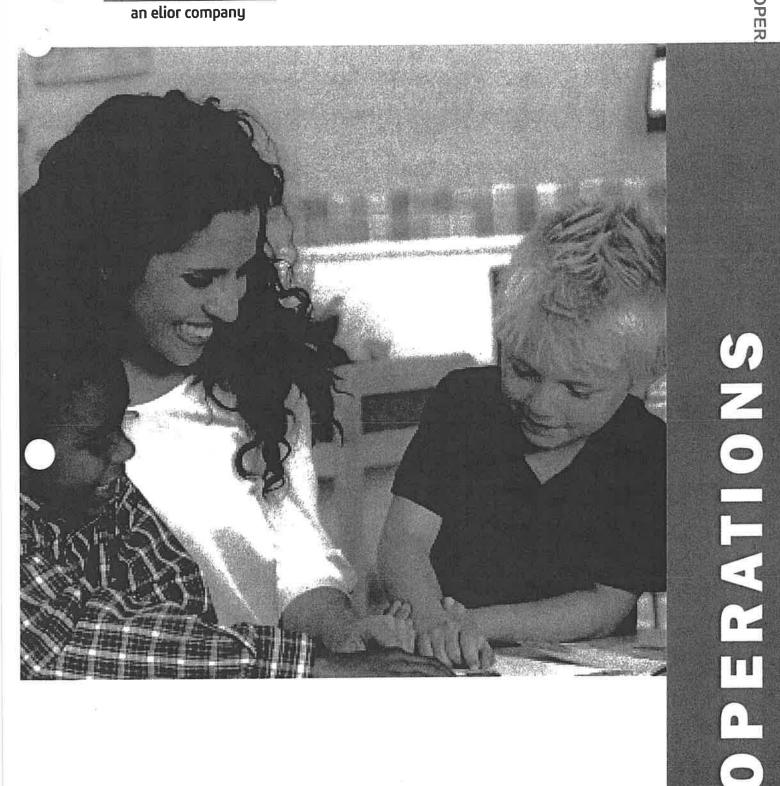
Guidelines for menu development for food-based menus Balancing nutrition, cost and participation Keeping menus fresh and exciting

#### Training Manual Review

Page by page review with questions and answers







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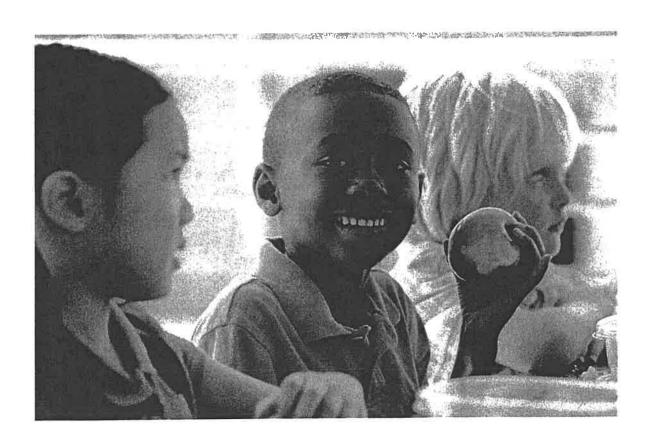
# **OPERATIONS**

that are State of the Art

Preferred Meals provides a school meals solution to School Districts that is result of over 48 years of experience. When you partner with Preferred Meals your school district benefits from our State of the Art OPERATIONS. We believe in employing strict operational standards to ensure that the meals we deliver to your schools exceed your requirements and the most stringent industry standards.

#### Operations that:

- Are devoted to Food Safety
- Streamline Distribution
- Include Equipment Solutions
- Are committed to the Environment







#### **Devoted to Food Safety**

The menu items provided to The City of Wilmington are delivered in portion controlled and compliant frozen trays along with a combination of fresh menu items. Each meal is prepared with care and concern by a team of chefs, food safety experts and quality assurance professionals. The meals are then safety-sealed and flash frozen until opened by each student. To learn more about Preferred Meals' Quality Standards and meal preparation please see the MEALS section of our proposal.

#### **Food Safety Standards**

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



#### **Daily USDA Inspected Kitchens**

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

#### Third Party Audits

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



program. Additionally our team members perform period self-assessments of our facilities and charge ourselves to view our activities critically with food protection in mind.





#### **Employee Professional Development**

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

#### ServeSafe Certification

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

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



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

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

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

Preferred Meals will provide to The City of Wilmington a detailed HACCP procedures guide. These procedures are

based on guidance provided by the United States Department of Agriculture on developing a food safety program based on the Process Approach to HACCP, and the National Food Service Management Institute. The standards included in this procedures guide are specific to those used in the operation and service of meals provided by Preferred Meals for the Federal school meal programs including the National School Lunch and Breakfast Programs and the After School Snack Program.

Standard Sanitation Operational Procedures

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

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

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





## In-House Microbiology Lab

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

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

Bob Carlson Vice President of Technical Services Preferred Meal Systems, Inc.

#### **Vendor Certification Program**

A strict set of criteria is used to certify vendors to validate that they are providing safe and high quality raw materials and products to Preferred Meals Our vendor certification criteria includes:

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

#### Food Defense Program

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

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

#### Allergen and Pathogen Controls



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An effective food safety plan includes allergen and pathogen control procedures. At Preferred Meals our meal preparation is scheduled to minimization allergen and pathogen cross-contamination. All of the meals delivered to your schools are labeled

and indicate if any of eight main allergens can be found within the product. Preferred Meals has an allergenfree meals program available as a special order ala carte item that is highlighted in the MEALS section of this proposal.

#### **Traceability Program**

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

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

> Laura Dietrich Food Safety and Regulatory Affairs Preferred Meals

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





#### Distribution Management

#### Central Kitchen to Storage Delivery

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

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

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

#### Fleet Monitoring

Our fleet of vehicles that deliver meals to your summer sites undergo a strict monitoring program that exceeds Department of Transportation standards. Preferred Meal System,

Inc.'s monitoring program includes maintenance, sanitation and safety.

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







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

Before a driver joins the Preferred Meals team they undergo an extensive review that includes drug testing, physical performance review, background checks, and MVR (Motor Vehicle Reporting) for both personal and commercial vehicles. Preferred Meal Systems, Inc. partners with Kelmar Safety, Inc., an outside agency that specializes in

driver review and training to complete the driver review process and subsequent professional development. Preferred Meals requires that the drivers for our direct delivery partners meet or exceed the strict standards that we set for our team of drivers.

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



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

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

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

#### **Inventory Controls**

One of the goals of the Preferred Meals distribution solution is to keep The City of Wilmington Summer Program inventory levels to a minimum. Delivery to your sites on a daily, basis not only keep inventory levels to a minimum it ensures that the staff will frequently rotate product. Minimum inventories also help to control waste and deters theft.





#### **Environmentally Friendly Practices**

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

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







## **OPERATIONS** that are State of the Art

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





SYSTI



# SYSTEMS







# **SYSTEMS**

#### that Achieve Financial Results

Accounting and information systems are an integral part of any business. Our systems assist with strategic planning, customer relationship, budgets, and operations.

#### System attributes include:

- Reliable Cost Containment
- Key Performance Indicators for on-going monitoring
- Information Systems to support your program
- Successful achievement of Financial Results







#### **Cost Containment**

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

- ✓ Preferred Meals, as your Central Food Production Kitchen
- ✓ Procurement Economies
- ✓ USDA Approved Menu Planning and Nutritional Analysis Services
- ✓ Distribution Mapping and Services
- ✓ Fleet Management and Maintenance

Each month several key management reports will be generated to assist the The City of Wilmington and Preferred Meals Systems, Inc. team to manage operation costs and make periodic adjustments.

#### Information Systems

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







#### **SYSTEMS** that Achieve Financial Results

- ✓ Accounting and information systems with attributes that provide reliable, relevant, understandable and comparable decision making reports.
- ✓ Partnership efficiencies that will help The City of Wilmington contain costs.
- ✓ Accounting systems that include safeguards and ensure accurate reporting.
- ✓ Management reports that will assist The City of Wilmington to improve ordering, review production and identify product loss.
- ✓ Key performance indicators designed to improve decision-making and benchmark results.



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

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

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

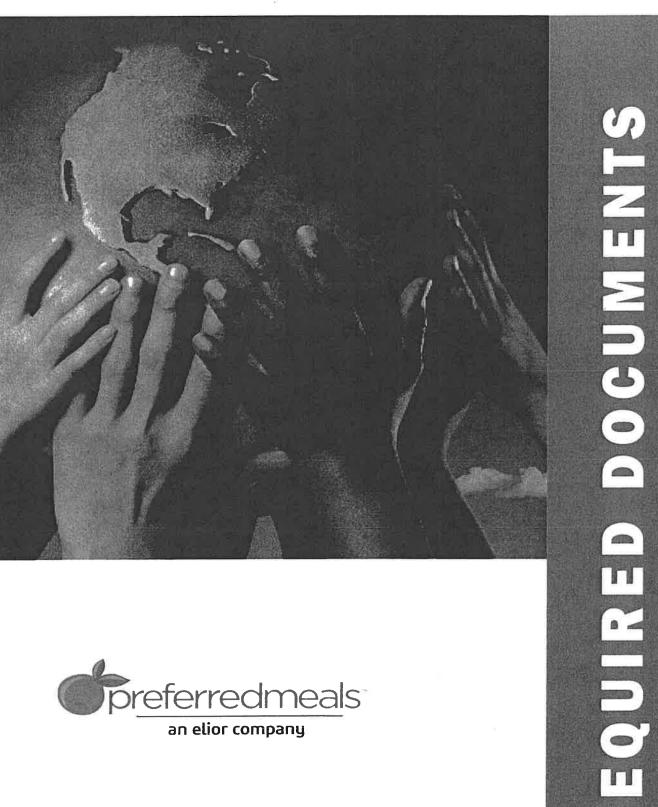
- Pre-Opening Activities
- Personnel
- Facilities Management
- Communication
- Marketing and Merchandising
- Financial and Technology Management

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

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

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







preferredmeals\*

an elior company

#### **INSTRUCTIONS TO BIDDERS**

Bids on City Contract 19048PR-SUMMER FOOD SERVICE PROGRAM will be publicly opened and read aloud in the 5th Floor Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on TUESDAY, FEBRUARY 5, 2019, 3:00 P.M.

- 2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "Bid for City Contract 19048PR-SUMMER FOOD SERVICE PROGRAM" and addressed to the Department of Finance, Division of Procurement and Records, 5<sup>th</sup> 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. <u>The successful bidder</u> 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.
- 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 25 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 (<a href="www.sam.gov">www.sam.gov</a>). 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.
- 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.

# 2019 19048PR SUMMER FOOD SERVICE PROGRAM



JUNE 17 – AUGUST 23, 2019 (Closed Thursday, July 4th)

Serving Breakfast, Lunch and Dinner for 49 Weekdays

## CITY OF WILMINGTON SUMMER FOOD SERVICE PROGRAM

#### **QUANTITIES:**

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

Approximately 2500 unitized breakfasts at approximately 75 sites daily.

Approximately 3000 unitized lunches at approximately 100 sites daily.

Approximately 800 unitized suppers delivered to central depot daily.

#### **DELIVERIES:**

Contractor to deliver all food and liquids to each of the designated sites or designated locations. Designated representatives shall be available at each site and will be responsible for the receiving of all items and supervision of feeding. Approximately 75 breakfast deliveries to be made between the hours of 7:00AM and 10:00AM. Approximately 100 lunch deliveries to be made between the hours of 11:00AM and 1:00PM. Approximately 800 supper deliveries to be made between the hours of 11:00AM and 1:00PM to the Central Deport location. To ensure a smooth operation, it will be necessary that the aforementioned delivery schedule be strictly adhered to.

Items delivered frozen, other than juice; will cause entire days meals to be disallowed.

Vendor will supply 1 bag of ice for each 25 meals delivered to outdoor park sites. Vendor must supply 1 trash bag for every 25 meals delivered.

#### SITE LOCATION

The attached listed sites (Schedule A) and Central Depot (500 Wilmington Avenue, Wilmington, DE 19801) constitute the tentative delivery locations. Successful bidder may contact the following individual for complete delivery instructions and information:

Nicole R. Adams, Manager Youth and Families Division 500 Wilmington Avenue Wilmington, DE 19801 (302) 576-3810

#### TIME PERIOD

Program to commence on June 17, 2019 and to continue every week (Monday through Friday) until August 23, 2019, excluding July 4th for a total of 49 days.

#### FOOD REQUIREMENTS

All 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 and is included in this document as Schedule C.

## SEE USDA FOOD SPECIFICATIONS (ATTACHED)

Raw foods must meet the grade requirements outlined as follows:

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

#### LENGTH OF CONTRACT

The length of the contract shall be June 17, 2019 – August 23, 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.

#### GENERAL CONDITIONS

- 1. Bidder may contact the following individual by email for additional information concerning this proposal: Phil Ceresini, pceresini@wilmingtonde.gov
- 2. Bidder must complete Proposal Form with all required information.
- 3. Bidder must submit required documentation, including health permit and inspection documentation, with bid response.
- 4. Quantities rendered are approximated to fulfill the requirement for the operating period. The City reserves the right 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.
- Contractor shall supply sufficient containers for distribution of milk and meals 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.
- 6. 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.
- 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 day's delivery will be
  called into contractor by 2:00 p.m. daily.
- 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.
- 9. Successful contractor to provide copy of insurance showing public liability, vehicle liability, and property damage insurance.
- 10. Hold Harmless: The bidder, if awarded a contract, agrees to protect, defend, and save harmless the 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.

11. All bidders are requested to arrange for site visitations so as to inform themselves of locations and delivery condition.

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

- A. By submission of this offer, the offerer certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
  - 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;
  - 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;
  - 3. No attempt has been made or will be made by the offerer to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

#### II. INSTRUCTION TO BIDDERS

#### A. Definitions, as used herein:

- 1. The term "Bid" means the bidder's offer.
- 2. The term "bidder" means a food service management company submitting a bid in response to this invitation for bid.
- 3. The term "contractor" means a successful bidder who is awarded a contract by a sponsor under the SFSP.
- 4. Food service management company means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in § 225.15."
- 5. The term "invitation to bid" hereafter referred to as IFB, means the document where the procurement is advertised. In the case of this program, the IFB becomes a part of the contract once both parties agree in writing to all terms and conditions of the IFB.

- 6. The term "Sponsor" means the City of Wilmington, the service institution which contracts with the Department of Education to operate and manage the Summer Food Service Program.
- 7. The term "unitized meal" means an individual preportioned meal consisting of a combination of foods meeting the Summer Food Service Program (SFSP) meal pattern requirements (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.

Other terms shall have the meanings ascribed to them in the SFSP regulations (7 CFR Part 225).

- B. Explanation to Bidders: Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specification, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uniformed bidders.
- C. Acknowledgment of Amendments of IFBs: The sponsor must acknowledge receipt of an amendment to an IFB by a bidder by signing and returning this amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.
- D. Bidders Having Interest In More Than One Bid: If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.
- E. Errors in Bids: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error. Neither law nor regulations make allowance for error either of omission or commission on the part of the bidders. In the case of error in extension of prices in the bid, the unit price shall govern.

#### F. Evaluation of Bidders/Award of Contract:

- 1. The contract will be awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the IFB, is the lowest in price.
- 2. The sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
- 3. The sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder whose investigation shows is not in a position to perform the contract.

4. Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.

## G. Late Bids, Modification of Bids, or Withdrawal of Bids

- 1. Any bid received after the exact time specified for receipt of bids will not be considered.
- 2. Any modification or withdrawal of bid is subject to the same conditions as in (A) above, except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or an authorized representative, provided their identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for the receipt of bids.
- 3. Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the sponsor will be considered at any time it is received and may be accepted.

#### H. Bid Bond

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

#### III. SCOPE OF SERVICES

- A. United States Department of Agriculture regulations 7 CFR Part 225, entitled Summer Food Service Program, is hereby incorporated by reference.
- B. Contractor agrees to deliver unitized meals inclusive of milk or juice to locations set out in Schedule A, attached hereto and made a part thereof, subject to the terms and conditions of this solicitation.
- C. All meals furnished must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof.
- **D.** Contractor shall furnish meals as ordered by the sponsor during the period of operation specified on under "Time Period" and as further specified in Schedule A.
- E. Pricing shall be on the menus described in Schedule C. All bidders must submit bids on the same menu cycle provided by the sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the sponsor. Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g. condiments, utensils, and trash bags, etc.).

F. Meal quantities are estimated. They are the best known estimates for requirements during the operating period. The sponsor reserves the right to order more or less than estimated at the beginning of the operating period. Contractor will be paid at the unit price rate for the actual number of meals delivered each day for the program period specified. Sponsor does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approval level of meal service designated by the administering office for each site serving meals provided by the contractor.

#### G. Meal Orders

Sponsor 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 for notification may be less than 24 hours if mutually agreed upon between parties of this contract.

# H. Meal-Cycle Change Procedure

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

# I. Noncompliance

The sponsor reserves the right to inspect and determine the quality of food 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. Such notice must be provided to vendor by end of business Tuesday for preceding week.

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

#### J. Specifications

#### 1. Packaging

- a) Hot Meal Unit Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° (204° C) or higher.
- b) Cold Meal Unit (or Unnecessary to Heat) Container and overlay to be plastic or paper and non-toxic.
- c) Sandwich is to be individually wrapped in addition to the overlay on the container.
- d) 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
- e) Meals shall be delivered with appropriate non-food items: condiments, straws for milk, napkins, single service ware, etc. Sponsors shall insert the types of condiments that are necessary for the meals on Schedule C.
- f) Individual containers shall be delivered in cartons constructed to prevent damage to the containers inside. An equal number of containers must be in each carton, except one, which may have fewer to allow for the exact number of meals ordered.
- g) The sponsor does require that contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers said meal service (i.e. two hours for lunch, one hour for all other meal types).
- h) All cartons shall have, on file, the name of the supplier, the telephone number, and a product label specifying ingredients for any food product utilized for meals under this contract. The contractor shall be able to immediately supply this information to the sponsor, State Agency, or health department for any meal served at any site listed on Schedule A.
- i) All components of a cold meal shall be unitized in a container before delivery to a site. Container and overlay shall be plastic, paper, non-toxic metallic or biodegradable material. Milk and/or juice may be enclosed in the unitized container.
- j) All components of a hot meal shall be unitized in one or two containers before delivery to site. If two containers are used, one will store the hot and one the cold portions of the meal. Container and overlay should be an airtight closure and shall be aluminized or non-toxic metallic or biodegradable

- nonflammable material. Milk may be enclosed in the cold portion container.
- k) Containers shall be sufficient strength to prevent crushing of food and shall package the meals so that they are completely unexposed to the elements.

#### K. Delivery

- Meals are to be delivered daily, unloaded and placed in the designated location by the contractors' personnel at each site and serving time listed on Schedule A, and Central Depot, 500 Wilmington Avenue, Wilmington, DE 19801.
- 2. The contractor shall be responsible for delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.
- 3. The sponsor reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A and make changes in the approved level for the maximum number of meals which may be served under the program at each site (established under 7 CFR §225.6(d)(2) of SFSP regulations). The sponsor shall notify contractor by providing an amendment to Schedule A of all sites which are approved, canceled or terminated subsequent to acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided within 24 hours or less and vendor must comply with changes.
- 4. The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for lunch and within one-half hour of the beginning of meal service for breakfast or supplement and in accordance with the serving time schedule (Schedule A). Where holding facilities have been approved by the state agency, contractor can deliver two meal types together according to the meal service time for early meals. Where emergency affects the ability of contractor to deliver meals separately or sponsor to utilize meals delivered separately, each situation is to be resolved by mutual agreement of contractor, sponsor and state agency.
- The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the sponsor at all sites after meals are accepted.

  Damaged or incomplete meals, or inaccurate counts of meals reflected on delivery slips will not be included when the number of reimbursable meals is determined.
- 6. The 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.
- 7. Hot and cold portions of meals must be delivered at the same time.

- 8. Cold meals shall be delivered at the site at a maximum temperature of 41°F but shall not have a temperature of less than 32°F at scheduled time of meal service.
- 9. The vehicle and/or carton utilized to deliver cold meals shall have the capability of keeping the product below 41°F until time of site delivery.
- 10. Hot meals shall be delivered at the site at a temperature of at least 135°F but shall not exceed 160°F at scheduled time of meal service.
- 11. The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 135°F until time of site delivery.

#### L. Food Preparation

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

## M. Food Specifications

- 1. All meals must meet the meal pattern requirements as set forth in 7 CFR §225, and the food specifications and quality standards as set forth in Schedule C of this Invitation for Bid.
- All meat, meat products, and poultry 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 or objectionable odors or signs of deterioration on delivery.
- 3. Milk and milk products are defined as "... pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim, or cultured buttermilk which 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

# A. Supervision and Inspection of Facility

- 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.
- The contractor hereby agrees to supervise at its place of business the preparation and assembly of meals and to conduct quality control inspections to check portions, size and appearance of packaging as well as quality of product.

Contractor recognizes right of representative of sponsor, Delaware Department of Education and/or representatives of the United States Department of Agriculture to inspect contractor's food service facilities at any time during contract period. Such inspection may proceed with or without notice to contractor.

3. The 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.

### B. Recordkeeping

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

# C. Method of Payment

1. The contractor shall submit its itemized invoices to the sponsor in compliance with Section 225.6(h)(2)(iv) of the SFSP regulations. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. The vendor shall calculate the number of meals delivered each week. Payment will be made at the unit price. Each payment period will be calculated and paid for independent of other periods. No payment shall be made unless the required delivery receipts have been signed by the site representative of the sponsor. The sponsor requires itemized daily invoices.

2. The contractor shall be paid by the sponsor for all meals delivered in accordance with this contract and SFSP regulations. However, neither the department nor the State Agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

# C. Performance Bond Requirement

For contracts over \$150,000, a performance bond equal to at least 10 percent, but not more than 25 percent of the value of the winning contract, must be obtained by the contractor. The performance bond must be from a company listed in the current United States Department of Treasury Circular 570 certified to do business in Delaware. The contractor must furnish a copy of the bond to the sponsor within 10 days of the contract's award. The performance bond must include the entire period that sponsor will operate the feeding program. Sponsors may not accept cash, letter of credit, trust account, land or any other form of guarantee in lieu of the performance bond.

#### D. Insurance

The successful bidder shall procure and maintain the following insurance:

- 1. Workers' Compensation in accordance with the laws of the State of Delaware.
- 2. Liability coverage for bodily injury, property damage and products liability, including bodily injury and property damage caused by automobiles, with limit of \$500,000 for injury or death of any one person and \$1,500,000 for injury or death of two or more persons in any one accident, \$100,000 property damage and \$200,000 products liability for any single occurrence.
  - Contractor shall furnish sponsor with such evidence of insurance as sponsor may reasonably require, including insurance covering contractor's contractual liability.
- Contractor shall indemnify sponsor and state against loss or damage including attorney fees and costs of litigation caused by negligent acts of contractor or of contractor's agents or employees.
- 4. Contractor expressly agrees to defend any suit against sponsor for personal injury, sickness or disease arising out of consumption or use of products purchased from contractor (as well as suit for loss resulting from pilferage by contractor's employees). Sponsor shall promptly notify contractor and Delaware Department of Education in writing of any claims against either contractor or sponsor, and if suit has been filed, shall forward to contractor and state all papers received in connection thereof. Sponsor shall not incur expense or enter into settlement without contractor's consent, provided however, that if contractor shall refuse or fail to defend, sponsor may defend, adjust or settle any such claim, and the costs thereby incurred, including reasonable attorney fees, are to be charged to contractor.

## E. Availability of Funds

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

#### F. Emergencies

- 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 beginning of specified meal service time for lunch and one hour after beginning of specified meal service time for breakfast.
- 2. 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.
- Adjustments for emergency situations affecting the contractor's ability to deliver meals, or sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and sponsor.
- 4. In 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.

#### G. Termination

- 1. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and Surety Company, if applicable, of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken 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 reprocurement action on a competitive basis to arrive at a fair and reasonable price, if the food service management company was not required to be bonded in accordance with Section 225.15(g)(6) and 225.15(g)(7) of the regulations.
- 2. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts, or otherwise were offered or given

by the contractor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.

- 3. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- 4. The rights and remedies of the sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 5. This contract is expressly made contingent upon adequate funding from federal, state and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have the option to terminate this contract upon five days written notice to contractor. If contract is terminated in this manner, sponsor shall be released from liability for food ordered by contractor but shall remain liable for food prepared for delivery by contractor before notice is given. In contracts over \$150,000 this contract is further made contingent upon delivery by contractor to sponsor of a performance bond in the amount specified on page 1, to be furnished within ten (10) days of award of contract to ensure contractor's full and faithful performance of its obligations hereunder. Upon satisfactory performance of contractor's contractual obligations and at the expiration of the contract term, contractor shall be entitled to cancellation of performance bond.
- 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.
- 7. Sponsor and contractor agree that sponsor may cancel contract within 72 hours notice to the contractor and with approval of the state agency for any one or more of the following documented reasons:
  - a) Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
  - b) Contractor fails to deliver any one meal type on any day without sufficient justification.
  - c) Ten percent (10%) of a sponsor's sites under this contract, over a oneweek period, received meal delivery outside of the approved time.

- d) Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).
- e) Any part of this contract was assigned or subcontracted to another company for the preparation of the meals.
- f) Meals are not in compliance with Schedule B, meal pattern requirements.
- 8. Contractor may cancel this contract for the following documented reason:

An excess of five percent (5%) of the meals delivered under this contract, over a one-week period were disallowed by the state agency, and are attributed to sponsor's failure to meet its responsibilities under this contact or agreement with the state agency.

9. Sponsor and contractor verify right of state agency to terminate participation in the program if sponsor and/or contractor fail to abide by regulations of this program.

## H. Subcontracts and Assignments

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

#### I. General Provisions

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

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

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

Debarment and Suspension (Executive Orders 12549 and 12689) — A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2CFR 180 that implement Executive Orders12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. [see www.sam.gov]

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

**USDA** Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race,

color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

To file a program complaint of discrimination, complete the <u>USDA Program Discrimination Complaint Form</u>, (AD-3027) found online at: <a href="http://www.ascr.usda.gov/complaint\_filing\_cust.html">http://www.ascr.usda.gov/complaint\_filing\_cust.html</a>, 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:

- 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.

Updated 8/16/16 MAS
Updated 3/17/2011 AFB Sources: USDA MARO corrections by Marlene Stein and The Food buying Guide for Child Nutrition Programs.
CMW/SFSP2/dvj/Sched-D1

#### Schedule A

Delaware Department of Education Nutrition Services Division Summer Food Service Program

Sponsor Schedule A- 2018 Summer Food Service Program Sites

Agreement Number: 01-08

Vendor Number: No Yendor#

Wikinigton Department of Youth & Families-000000025
500 Wilmington Ave
Wimington, DE 19801
Kevin Kelly
(302) 578-3810 Ext. 3811
Fax: (302) 573-5675

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Agreement Number: 01-06

Vendor Number: No Vendor #

Wilmington Department of Youth & Families-0000000025
500 Wilmington Ave
Wilmington, DE 19801
Kevin Kelly
(302) 576-3810 ad 3811
Fax: (302) 573-5675

Sponsor Schedule A -	- 2018 Summer Food Sennoe	Lindiani area

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Alyreement Number: 01-06

Vendor Number: No Vendor#

Whitington Department of Youth & Families-000000025 500 Wifmington Ave Wilmington, DE 19301 Keyn Kelly (302) 576-3810 Ext. 3811 Fax: (302) 573-5575

Sponsor Schedule A- 2018 Summer Food Service Program Sites

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Sponsor Schedule A- 2018 Summer Food Service Program Sites

Agreement Number, 01-06

Vendor Number: No Vendor#

Wilmington Department of Youth & Families-0000000025 500 Wilmington, DE 19801 Kevtn Kelly (302) 576-3810 Ext. 3811 Fax: (302) 573-5678

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	1	WR		Start Dete	End Date	Meat Type	Start Time	End Time	ADP 35	CAP	Field Trips?
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Sponsor Schedule A- 2016 Summer Food Service Program Sites

Agreement Number: 01-06

Vendor Number. No Vendor#

Welfrington Department of Youth & Families-0000000025 sob Vollmington Ave VVmmington, DE 1980 to Keylin Kelly (302) 576-3810 Ext. 3811 Fax: (302) 573-5675

Sita Name	Contact Name Phone Number Type of Site	Eligibility Docs Due	Site Type	Most	дм	T.	y R	F	5 5	tart Date	End Date	Меаг Туре	Start Time	End Time	ADP	CAP	Fleid Tripe?
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Site Address	Primary Sarvice	2022	Urban	Supper	13	C 34	X,2	T	1	7/2/2016	9/10/2018	Vended	4,00 PM	DEU PM		33	
Elbert Park Evening Program  O & South Euttonwood Street (2 Southbridge, DE 19801	12) 463-9012 Doen Open		1.465.02		11			Ц	1							-	
Site Name	Contact Name Phone Number Type of Site	Engiblishy Dode Due	Sita Type	Meat	500			I.F	]	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Fleid Tripe?
Site Address	Primary Service	(Year)	Sita Type	Prestast			313			5/18/2015	5/24/2016	Vended	700 AM	900 AM	25	55	34
Element Prespytation Child Care Center 506 New Road Wilmington, DE 19805	Kamy Otrab (302) 998-2070 Open Otrer	2022	110.0						1						_		
Siis Name	Contact Name Phone Number Type of Site	Docs Due	Site Type	Meal	SN	T		to"		Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Sitta Address	Primary Service	(100.)	Uman	Breakfast	11	X 5	1 %	XX	- 20	6/16/2018	d/24/2515	Vended	10:15 AM	*1 000	1	- 77	
FatherTucker Park Str a Lincoln Strint	(302) 295-6705	4	-0.000000		14		11	13	1								1
Wirnington, DE 19601	Open						Ш					Vended	12:00 PM	145 PM	55	65	†
	C			Lunch		× 2	X	XX	Η-			Attivid	12,00 ( )				
Site Hame	Contact Name Phone Number Type of Site	Eligibility Docs Due	CONVENIENCE CON				TW.	100	5	Start Date	Fnd Date	Mesi Type	Start Time	End Time	ADP		Field Trips:
Site Address	Primary Service	(Year)	Site Type	Breakfast		X 2		XX		6/16/2018	8/24/2018	Verded	5 30 AM	10:30 AM	22	30	H
Girs Inc. of Delaware 1501 North Walnut Street Sun- 100 Delivery Parking Lot	(Open	2522	Uman	E-real Aras		Ĩ				Estativo)	PERSONAL I						
Back Door	Racreadon	1			4	J.,	1-1	4	-	_		Vended	12:30 PM	2:30 PM	20	30	
Wirmgton, DE 19801	Notes and the second	1		Lunch	口口	x :	×	x x	仜			Vended	12:30 PM	230 PM	20	30	1

Report Rus: 10/19/201811:11:02AM

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Sportsor Schedule A - 2018 Summer Food Service Program Sites

Agreement Number, 01-06

Vendor Number: No Vendor#

Wilmington Department of Youth & Families-0000000025 500 Wilmington AVE Wilmington, DE 19801 Kevin Kelly (302) 576-3610 Ext. 3811 Fax:(302) 575-5675

Site Harne	Contact Name Phone Number Type of Site Primary Service	Docs Due	5ibe Type	Meal	SM		Α.	1.500	E	S Start Date	End Date	Main Type	Start Time	End Time	ADP	CAP	Fleid Tripe?
AND THE PERSON NAMED IN	Kayla Brown (NO) 576-3635	3022	Uman	Ereation.	T	Ĩ	×	^ ~		Ø102010	0202010						
Wirnington, DE 15802	Open			Lumon	11:	У. э	×	××				Vended	12 00 PM	1345 PM	20	30	
2:	Contact Name Phone Number Type of Site	Eligibility Docs Due		(a)				63'		Start Date	End Dafe	Mosi Type	start Time	End Time	4DP	CAP	Field Trips7
Site Name	Primary Service	(Year)	Site Type	Supper			r.iv	XX		6/25/2016	8/10/2016	Venced	400 PM	600 PM	20	30	**
Hispos Park Evening 701 West 34th Direct Witnesglon, DE 19802	Cyrrie Garvin (300) 397-9031 Open Ricriedon	2022	Urban	51454		1							_			-	
sile Name	Contact Name Phone Number Type of Site Primary Service	Enginishy Doca Due (Year)	Site Type	Medi	3.4		-w	FLF	5		End Data	Med Type	Start Time	End Time	ADP 25	CAP	Fleid Tripe?
5/19 Address	DESCRIPTION ASSESSED.	2322	THERE	Distance.	$\Box$	7	-	111	9	B15/2010	02-2010		Tarrent .	1138/253	1	1	1
501 N. Madison Street Witmington, DE 19801	(302) 576-3536 Open Other											Vinded	15:45AM	1:25 PM	30	40	-
	CONH.			Lunch		X:	N N	CX 3	9_			Assisted	1120000	1,000,700	-	-	
site Name	Contact Name Phone Number Type of Ska	Etigibility Dota Due		Ment				FU		start Date	End Data	Meal Type	Start Time		ADP	CAP	Field Tripe
Stin Address	Primary Service	(New)	Site Type	ENDOR	13		ЯX		1	7/2/2015	8102015	Vervied	400,00	600 FM	80	7.0	1.35
PRINTED TO THE EVENING PROGRAM 501 North Madison Greet Wilmington, DE 19801	Open	N 2010	5359/20		Ш		L	$\coprod$	1						-	-	-
Site Name	Phone Number Type of Site	Eligibility Doca Due	Site Type	Most	5	M	TIV	FUE		5 Start Date	End Date	Mesi Type	Start Time	End Time	ADP	CAP 60	Flatd Tripe
Ditto Addressa	Primary Service	(Year)	Sign Type	camper		X		X		6252018	5102016	Versied	1.50 PM	3000	1	1 50	1 22
Tith a Lambard Great Warnington, DE 19801	(757) 537-3274 Open Recreation		1					П									_

Report Run: 10/18/2018 11:11:02AM

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Sponsor Schedule A - 2018 Summer Food Service Program Sites

Agreement Number: 01-06 Vendor Number; No Vendor®
Withington Department of Youth & Families-0000000025
500 Withington Ave
Withington, DE 19501
Kevin Kelly
(302) 578-3810 Ext. 3811
Fax: (302) 573-5675

Site Name	Contact Name Phone Number Type of Site Primary Service	Eligibility Doce Due	Site Type	Med	SM			RF		Start Date	End Date	Meal Type	Start Time	End Time	ez eus	CAP 75	Fletd Intpe?
Site Address  III Top Lustrant Velationhood Center	Mestres Johnson (302) ES6-3234	2022	Upar	Breskins.	13	[ X	× ;	××		SAFEERING	8242516	VOLUM	200745				
ID 18 West SIR Street	Open Recreation			Line	1 3	×	×	××				Vended	11:00 AM	1:00 FM	122	133	-
Side Marrie	Contact Name Phone Number Type of Site	Eligibility Docs Doc		SANAI						Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	
Dite Address	Primary Service	(Aem)	Sittle Type	(Detailed)				XX		6/16/2016	8/24/2018	Vendelf	1000 AM	11 COAM	45	25	N
7th & Lorrestol Street	Misneen Gervin (202) 761-0485 Open		C.C.		11	1	П		П								
Wilmongton, DIE 19601	Other	1		tanch	++	2 2	×	X X				Vended	12:00 PM	SHEPM	25	35	_
šitu Name	Contact Name Phone Number Type of Site	Eligibility Doca Due	Site Type	Meel	8			RF				Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Site Address	Primary Service	2022	Parai	Brezidace	11:	X X	×	× 5	1	5/1812018	8124/2018	Vended	BOO AND	10:00 AM	136	140	
Migra Fit 4 Late 164 South Old Balanton Mke C	(302) 314-5230 pen	50000											11 ODAM	1 00 FM	140	150	-
Hewart, DE 19722	Recreation			Lunch		X X	X	X 3	4			Verkied	110000	1.55.55		-	
Site Marrie	Contact Name Phone Humber Type of Site	Engionity Docs Due						RP		Starf Data	End Date	Maal Type	Start Time	End Time A			Field rps2
pite Address	Primary Service	(Year)	Sittle Type	Real				X		6/18/2018	5/2412015	Vended	1000 AM	11 00 AM	30	43	**
Judy Johnson Park and J. Duponi Str.	Tend Vellumos (ICC2) 740-6351 Coom		- GROST			1											
Merrington, DE 19935	Other	1	1	tunen	++	x :	8 3	X:	4			Versied	THESAM	TAEPM	60	60	-
São Name	Contact Hame Phone Number Type of Site	Engioeity Docs Due	Sits Type	May	9	4 1		FLF							ADP	CAP	Field Trape:
Site Address	Primary Service	2022	Ursun	Breaklast		X.	X 3	CX.	×	671912018	BOYCO18	Vended	\$:00 A2/	10:05 AM	1 34	-	
Ringswood Community Center 2300 Bowers St Woodston, DE 19503	(202) 764-5022 Open	955000						П						1.00 PM	50	55	1
	Recreators	V.	4	Lunch		X	24 3	X	30			Vended	11 00AM	120 00	1 30		-4:

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Agreement Number: 01-08

Vendor Number, No Vendor#

Delaware Department of Education Nutrition Services Division Summer Food Service Program

Sponsor Schedule A - 2018 Summer Food Service Program Sites

Warnington Department of Youth & Families-0000000025 500 Wilmington Ave Wilmington, DE 19801 Kevin Kelly (302) 578-3810 Ext. 3811 Fax: (302) 573-5076

alte Name	Phone Number Type of Site Primary Service	Eligibility Docs Dire	Site Type	Medi	SM			FCF	3	Start Date	End Date	Mest Type	Start Time	End Time	ADP	CAP	Field Tripa?
tth and Kirkwood Street	Erin Hutt (302) 576-3854 Open Accresition	2022	Urban	Oupper	2	×	x	x		6/18/2016	8/24/2016	Virised	93000				SSA L
site Name	Contact Name Phone Number Type of Site	Doca Dos	Site Type	Meal	SM	27		RI	3	Start Date	End Date	маа Туре	Start Time	End Time	ADP	CAP	Fleid Trips7
Site Address condisal Park From and Mobile Intersections	Fritmary Service Tarri Ouornolo 302) 357-4527	(Year)	Urban	DESKIND	1	K X	×	××		6/16/2015	8/24/2018	Vended	9:45 AM	10:45 ANI		34	
of Maple and Broom Warnington, DE 19805	Open Other			Lunch	+ 1:	K X	×	30 30				Vended	11:45AM	1;45 PKA	30	40	_
site Hamo	Contact Name Phone Number Type of Site	Enginerity Docs Due	10.000	Mont	SM					Start Date	End Date	Meat Type	Start Time		ADP	CAP	Flets Trips?
She Address	Primary Service	(Year)	Site Type	Supper			d E		1	6050018	tw1D/2018	Verded	4 00 PM	5:00 PM	45	Sec.	**
Koleutezko Paris Evering Program Broom and Maple intersection of Broom and Maple Wilmington, DE 15605	Tarran Dumoto (302) 576-3810 Open Coper		Citati	34302													-
Siba Name	Contact Name Phone Number Type of Site	Engrottey Does Due	Site Type	Meal	51	. 7		RF	5	Start Date	End Date	Moal Type	Stat Time	End Time	ADP	CAP 65	Field Trips7
Sitte Address	Primary Service	(Year)	Circan	Breatas			XX		T	6/18/2015	5/24/2015	Vended	8:00 AM	10:00 AM	55	60	
Leading Youth Through Empowerment	(302) 778-1101 Coen		5377.577	Anna Basa	11	W.											1
2200 North Lucust Stress Witnington, DE 19802	Recreation		1	Linch	+	¥ :	22 2	X:	×			Vanded	12:00 PM	220 PM	55	65	-
sute Name	Contact Name Phone Number Type of Site	Eligibility Docs Due		Mod	5.			RF		Start Date	End Date	Meal Type				CAP	Fjeld Tripe:
5ttp Address	Primary Service	(Year)	Site Type	Fireatras:	1			XX		6/16/2015	82420te	Vended	7:30 AM	9:30 AM	2.4	4.1	N
LJS Gurenet Ericcartecti (Marica Church) 2055 New Cashe Avenue Anazong Temple of Proles	Chena Hams (302) 764-5653 Open Recreation	2003	,			e e											
New Costle, DE 19720	- C-2-2-100-			Lunch:	-	X	34 3	××	3			Vended	11130 AM	12:30 PM	34	.4.4	7

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Agreement Number, 01-08

Vendor Number: No Vendors

Wärnington Department of Youth & Families-000000025
500 Wilmington Ave
Wärnington, DE 19901
Kevin Kelly
(302) 578-3810 Eut 3811
Fax: (302) 573-5675

Sponsor Schedule A - 2018 Summer Food Service Program Sires

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal				REF	s	Start Date	End Date	Meal Type	Start Time	End Tame	ADP 90	CAP	Field Trips?
Mother African Union Church 112 N Franklin Street Feter	Francis Livingston (302) 436-5300 Open	2023	uman	Breakfast	H	ľ	٦	Î		0.1023.10							
Cundator/Freedom Danos S Wirmington, DE 19806	choo			Lunch	++	x x	30	xx				Vended	11:02 AM	1 00 PM	51	- 61	_
Site Name	Contact Name Phone Number Type of Site	Eligibility Does Due	Site Type	Meal	Sk	A T	W	RF	s	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP 31	Field Trips?
Site Address Muslim Cemer of Wirmington	Primary Service	(Year)	Littian	Smartaut		Z 3			П	W162513	8/24/2018	Vended	730 AM	\$30 AM	23	33	- 23
2102 Northeast Bivd. Wikington, DE 15602	(302) 571-0552 Open Recruston	¥							Ш				1100 AM	100 PM	21	31	ŀ
Frank Structure Comments	Recreation			Lurion		X 2	¢ X	XX				Detail	1100 AM	1001-90	21		
	Contact Name Phone Number Type of Site	Eligibility Does Due	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\							Start Date	End Date	Meal Type	Start Tim	e End Time	ADP	CAP	Field Trips
Site Name Site Address	Primary Service	(Year)	Site Type	Mead	51	20 3		RF		6/15/2019	8/17/2018	Vended	800 AM	10:00 AM	40	200	H
Negroorrood House/Sout/bridge 1216 B Sareti	Cyrenia Villiams (302) 652-3928 Coen	2022	-			1										50	
Warrangton, DE 19801	Recreation	1		Lunco		2 3	X	XX				Vended	11:30AM	1:30 PM	40	59	
Site Name	Contact Name Phone Number Type of Site	Eligibility Does Due		Meal		м -	TW	1		Start Dat	e End Date	e Meal Typ				CAP	Field Trips
Site Address	Primary Service	(Year)	Site Type	Sreatura.	-1-1			200.3		6/13/2018	9242019	Venced	SCO AU	1103 AM	20	42	N
Apartment Carrip E31 A Towns Count	Tongra Mangrum (302) 571-0217 Open		10000000													40	1
Wilmington, QE 19801	Recreation	11		Lunch		×	х э	XX:	4			Vended	12 00 PM	2:00 PM	30	24	
Site Name	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	5	м	-w	E	,	Start Date			Start Time	End Time	ADP	CAP	Field Tops?
Site Address  New Oscary Felowand  SOLE 18th Carest  Wilmington, DE 19802	Jaroe Dusree (302) 762-5600 Open Other	7,530,7	Urtari	Supper		×	××			6/13/2018	8/19/2016	Vended	5.50 PM	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		1 22	1

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NSO 8050A

Agreement Number: 01-96

Vendor Number: No Vendor≇

Wilmington Department of Youth & Families-000000025 500 Wirnington Ave Wilmington, DE 19801 Kevin Kelly (302) 578-3810 Ext. 3811 Fax: (302) 573-5075

A - 2016 Summer Food Service Program Sites

	Contact Name Phone Number Type of Site	Eligibility Docs Due							Start Date	Fod Date	Meal Type :	tart Time_I		DP C	P Tr	Field ps? N
Site Name	Primary Service	(Year)	Site Type	Meal	SM	11	XX	V 3	7/16/2012	7/20/2018	Vended	9:00 AM	10:03 AM	25	35	
Site Address are Valon Minktrisc 50 West 24th Greek	MUND CHINERY (302) 041-7438	2022	Orsan	Breaktast	11	11	ÎÌ			1.47(8)(5)(3)(14)	- CONTRA					
Virnington, DE 19802	Open		1	turch	++5	1	XX	2	1		Vended	12:00 PM	200 PM	25	35	_
	57.7			Linen	11	12	1								V 1	ŀ
	Contact Name Phone Number Type of Site	Eligibility Docs Due							Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Site Name	Primary Service	(Year)	Site Type	Meal	SM		XX		7718/2018	8/24/2016	Versted	600 PM	7:00 PM	-65	75	N
No Limit Memoring Empowerment Program	Sharmeda Woolson (302) 345-9777 Open Beomation	2022	Urban	DUEDAY			Î	1	7.022.0	1 15-15-17-17-17-17-17-17-17-17-17-17-17-17-17-		127111211				
Wintedon, DE 19801	Centact Name Phone Number Type of Site	Eligibility Docs Due		Meal	514		w 10		Start Date	End Date	Meal Type	Start Time		ADP	CAP	Field Trips?
Site Name Site Address	Primary Service	(Year)	Site Type	Breakfall		× 2			5/25/2013	A/10/2016	Vended	8:00 AM	HOOGAM	12	28	14
Notice Learning Adagetry 1507 Maryland Average	Th Parks (302) 356-5646	2022	Ursan	Bengarias			Î		THE SECTION IN		227			13	28	
Wanterton, DE 19803	Cper Recreator		1	Lunch	11	××	X X	×			ARLOSO	12:00 PM	2:00 PM	343	20	
	Contact Name Phone Number	Eligibility Docs Due				T				l	ace Meal Typ	Street Time	Fort Time	ADP CA	P Trios	Field
Site Name	Type of Site Primary Servi		earl Sit	Туре	Mea		SM		7/18/2018	524/2018	Vonded	1200 PM	1:30 PM	50	60	H
Site Address Horts Lake Village 400 Cucherne Street Misseswe, DE 19709	Janet Wison (202) 378-0578 Open Regression		Posta	Lunch		××	××		7/10/2018							<u> </u>
Site Name	Contact Name Phone Number Type of Site	Eligibility Docs Due		Meal	1	IA.	W	RF.	S Start Da	te End Dat			e End Tim		CA 35	Field P Trips
Site Address	Primary Service	(Year)	Site Type	Smaltag	T	N. X	the same		6/18/2015		Vended	10:30 AM	11:32KM	25	1 32	1
Calmont Park Calmont Drive New Caste, DE 19720	(302) 258-7946 Open						H	11	1					25	35	1
NEW CHEEF, INC. 1972D	Other	ľ		Lunch	-	22. 2	1 1	2 35			Venoed	12:00 FM	1:45 PM	1 3	1 20	_

Report Run: 10/18/201611:11:02AM

NSD 8050A

Agreement Number: 01-06

Vendor Number: No Vendor#

Withington Department of Youth & Families-0000000025 500 Warnington Ave Wilmington, DE 19801 Kevin Kelly (302) 576-3810 Ext. 3811 Fax: (302) 873-5675

Sponsor Schedule A - 2018 Summer	Food Selvice Lindeningres

Site Name	Corlect Name Phone Number Type of Bits Primary Service	Engionity Does Due	en ste	туре 7	Meal.		574	TIV	RF			Meal Type	Start Time	End Time A	DP CAI	Tripu 25	Fleid ?
Cost and Taxnali Street	LASOCIA JOURNAL OR VETAGO (302) 287-3526 (302) 287-3526 (302) 287-3526 (302) 287-3526			Supper	1	×	353	XX		E/18/2018	B/2A/2018	Vended	4:03 PM	&DJ PM	13	25	
site Name	Contact stame Phone Number - Type of site	Engibility Docs Dus (Year)	Site Type	Meal	SM	T		RF	43	Start Date	End Date	Meái Type	Start Time	End Time	ADP 25	CAP 35	Field Trips?
Site Address  Dise Love Park  Dise Love Park/Tomail 24th	Primary Service	110001	Urpan	Breakfast	T	Z Z	X	××		6/15/2018	8/24/2018	Vended	1030 AM	11230000	2	30	
and Tairail Street Willyington, DE 19802	Other Other			Lunch		x 3	d ×	××				Vended	1215 PM	1:45 PM	25	35	
Site Name	Contact Name Phone Number Type of Site Primary Ser	Eligibility Doca Due	Oregr) S	te Type	3,10	-0					ate End Dal	Meal Type	Start Time E	nd 17me AD	P CAP	Tripa?	Fleid
Site Address One Visige Allance 902 N. Washington Sinest Washington, DE 19602	Chandra Pins (302) 275-1715 Open Other	2022	Urpan	Breakins:		× 3		X X		7/9/2015	8/10/2018	Versood	113044	430 PM	30	45	
	ope			Lunan		X :	×	XX	П			Vended	330 PM	230 +96	-30		
Situ Nause	Contact Name Phone Number Type of Site Primary Set	Eligibility Docs Due	(rear) 5	te Type	M								Stat Time I	nd Time AS	P CAP	Tripe?	Fleid
Sate Address People's Baptist Church F.G.M. So Douth Street	Clody Vanoken Clody 437-7611	2022	Pura	Prepirati	П	XX	×	XX		T/16/2018	6/24/2016	Vended	STASAM				, "
New Caste, DE 19720	Open		1	Lunch		x :	x x	XX				Vended	12:30 PM	2 30 PM	25	35	-
Site Name	Contact Name Phone Number Type of Site Primary Service	Engibility Docs Dub (Year)	Site Type	Meat	2			FUP		Start Date	End Dale	Meal Type	Start Time	End Time	ADP	CAP 56	Fletc Tripe
Site Address Fotos Attreop Lague (Vering 3707 Noch Market Street Wirnington, DE 19802		2022	Ontari	Suppiii		*	2	××		5/16/2016	3,1,2,116	Verseo	2.00	0.20 ===			

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NSD BOSOA

Agreement Number: 01-06

Vendor Number: No Vendor#

Wilmington Department of Youth a Families-8000000025 500 Warnington Ave Wilmington, DE 19801 Kevin Kelly (302) 578-3810 Ext. 3811 Fax: (302) 573-5075

Sponsor Schedule A - 2018 Summer Food Service Program Site	rs
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Site Name Site Address cope Ametic League of	Contact Name Phone Number Type of Site Primary Service Kerry 2008009	Eligibility Boos Due (Year) 2022	Site Type Urpan	Meal Brancos	SM TW RF S	Start Date 1 6/15/2018	End Date N 8/24/2018	eal Type S Vended	art Time E	nd Time Al	P CA 125	P Trip 135	Field 5? N
once America Crague of American Transport, Market Street Transport, DE 19802	(302) 764-6170 Open Recreators			Lunch	x x xx x			Vended	12:00 PM	2 00 PM	125	135	
Site Name Site Address tespylatan Charth of the lovenart 03 Diancian Road	Contact Name Phone Number Type of Site Primary Service Examt Murphy (202) 823-8860 Coon	Eligibility Docs Due (Year) 2022	Site Type	Meal Supper	SM TW RF S	Start Date 7/23/2018	End Date 725/2018	Meal Type Vended	Start Time 500 FM	End Time 500 PM	ADP 55	CAP 65	Field Trips? N
Site Name Site Address Use of Shanning	Récesation Contact Name Phone Number Type of Site Primary Service staurce Jones (202) 761-9623	Eligibility Does Due (Year) 2012	Site Type Urbari	Meal Breakfast	SM TW RF S	Start Date ertecots	End Date 6/24/2018	Meal Type Vended	Start Time 600 AM	End Time 10:00 AM	ADP 10	CAP 20	Field Trips?
surregues, our proces	Open			LUNCE	x x xx x	1		Vended	11:30 AM	1 30 PM	10	_ A	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service Way Blanga (202) 723-3618	Eligibility Does Due (Year) 2022	Site Type Rural	Mead Breatrais	SM TW RF	Start Date 8/18/20/18	End Date 8/34/2018	Meal Type Vended	Start Time 1030 AM	End Time 1115AM	ADP 25	CAP 35	Field Trips:
(4) Them Court (Circle) New Castle, DE 19720	Other Cobin (2011) 1772-2019	1		Lunch	X X X X			Vended	12 00 PM	1:45 PM	25	35	
Site Name Site Address Doesn Part (Hollany	Contact Name Phone Number Type of Site Primary Service Cherry Rand (202) 365-7472	Eligibility Docs Due (Year) 2022	Site Type	Meal Breakfast	SM TW RF	5 Start Date 6/18/2018	End Date 6/24/2018	Meal Type Vended	Start Time 10:00 AM	End Time	ADP 15	CAP 25	Field Trips'
Temposi 19 Lambson Lana New Caste, DE 19720	Open	1	1	tunch	XXXXX			Vended	12:00 PM	1:45 PM	15	25	

Report Runt 10/18/2018 11:11:02AM

NSD BOSQA

Agreement Number: 01-06 Vendor Number: NoVendor#
Wilmington Department of Youth & Families-000000025
500 Wilmington Ave
Wilmington, DE 19801
Kevin Kelby
(302) 576-3510 Ext. 3511
Fax (302) 573-5675

Sponsor Schedule A- 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Does Due (Year)	Site Type	Meal	SM	Ţ	~ 1	RIF X X		Start Date	End Date	Meal Type Verged	Start Time	End Time 5:30 AM	ADP 40	CAP	Field Trips?
California Arrey Cay Carro	Radfieen Git 502)472-0711 Opin	2022	Littlen	Breakfall.		1	Î	ì		B) (Bade)	33-16-1					60	
Withington, DE 19601	Regreation			Lunch	1 2	ξ X	×	ХX				Vended	11:30AM	1:30 PM	50	- 50	
Site Name	Contact Name Phone Number Type of Site	Eligibility Docs Due		Meal	SM			RF	s	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
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Strionds Garden Park EA Strionds Drive	Patricia King (302) 566-9061	2022	Fig. 61		11	1				V State (Secretary			1				
New Cashe, DE 19720	Open	1		Lunch	++	K 30	1	× 3	-			Vended	12:50 PM	1AS PM	15	25	
				Curcus	++	1	ÌΪ		1								
Site Name	Contact Name Phone Number Type of Site	Eligibility Docs Dun		Meal				DE	S	Start Date	End Date	Meal Type	Start Time	End Time		CAP	Field Trips?
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Site Address Summer Youth Employment Training 200 S DuPort Street of Buyard Middle Ochool Withinston, DE 19805	Ed Compa (302) 576-3610 Open Recreation	2022	Urban	Linch			30			6120/2018	615/2016	Venous	110270	544.5		NRB:	
Site Name	Contact Name Phone Number Type of Site Primary Service	Eligibility Does Due (Year)	Site Type	Meal	s	vs 7	rM.	FOR	5	Start Date		Meal Type	Start Time	End Time	ADP 150	CAP	Field Trips
Site Address  Dummer Youth Employment Training II - Afferhoon 200 S. DuPort Street Withington, DE 19035	Ed Correa (32) 576-3549 Open Recreation	0022	Ursan	Lunch			X			5/20/2018	882011	Version	5200 F16	6.147.746		1,00	

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Agreement Number: 01-08

Vendor Number: No Vendor#

Delaware Department of Education Nutrition Services Division Summer Food Service Program

Sponsor Schedule A - 2018 Summer Food Service Program Sites

Wilmington Department of Youth & Families-0000000025 500 Wilmington Ave Wilmington, DE 19801 Kevin Kelly (302) 576-3810 Ext. 3811 Fax (302) 573-5676

Site Name	Contact Name Phone Number Type of Site	Eligibility Docs Due	or) Site	Туре	Meal		SM	T	RF S	Start !	ate End Dat	e Meal Type	Start Time	End Time A	OP CAF	Trips'	Field
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Site Name	Contact Name Phone Number Type of Site	Eligibility Docs Due (Year)	Site Type	Meal	SM	1	N F		Stan	Date	End Date	Meal Type			ADP	CAP	Field Trips?
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Thomas A. Edison Graffer Repool	Margura Hansom (362) 776-1101 Open				14			11									
2203 North Locust Street Withington, DE 19802	Schott			Luren	-	2 70	4	H	-	-		Vended	11:00:00	1:00 PM	160	170	
- All Control of the			_	LUICO	++-	1	T	7	_						1		
Site Name	Contact Name Phone Number Type of Site	Eligibility Docs Due (Year)	Site Type	Meal	SM	T	w F	RJE	5 Stan	t Date	End Date	Meal Type	Start Time		ADP	CAP	Field Trips?
Site Address	Primary Service	(1632)	Ditter)	Company and				XX		E1223	6242015	Vended	1030 AM	1130 AM	150	49	39
Tattor Park 7th and 8th and Franklin Streets Intersection of 8th and Franklin Streets	Piccin Williams (302) 256-7788 Open Officer			1						22200 41 0						45	
Wilmington, DE 19806			0	Lunch		X X	X	X X				Vended	12:30 PM	145 PM	35	43	_
Site Name	Contact Name Phone Number Type of Site	Eligibility Docs Due					S.	A 7	DE S	Start	Date End Da	te Meal Typ	e Start Time	End Time	ADP CA	9 Trips	Field
Site Addres			ear) Sit	Lunch	Mea	XX			1 62	1/2016	51b2018	Venced	12:00 PM	1:00 PM	20	50	R
TRISTY Church PSFLF ODF Freedom Dahool ( II 1108 North Adams Street Wintercton, DE 19801	Recruston	2022	Otaari			I									-		
Site Name	Contact Name Phone Number Type of Site	Eligibility Docs Due		ite Type	Me			MI	WRES	Start I	ate End Dal	r Meal Type	Start Time	End Time /	UP CA	Trips	Field
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Wirmigton, DE 19601	Recreation	1	1	Lunch	$\rightarrow$	× 3	1 4	XX				Vended	12:00 PM	2:00 PM	50	100	1

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or Schedule A - 2016 Summer Food Service Program Sites Sp

Agreement Number: 01-06

Vendor Number, No Vendor#

Wilmington Department of Youth & Families-000000025 500 Wilmington Ave Wilmington, DE 10801 Kevin Kely (302) 576-3810 Ext. 3811 Fax: (302) 573-5675

Site Name	Contact Name Phone Number Type of Site Primary Sen	Eligibitity Docs Due		» Туре	Maa				F s start 0	ate End Dat	Meal Type	start Time I	nd Time AD	P CAP	i'ripa? 55	Fleid
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Militarigatori, Die. 19601	Peccellari			Numer's	×	x x	хx				Vended	1200 PM	2 95 PM	16	35	
SRь Нате	Contact Name Phone Number Type of Site	Enginity Does Due	Site Type	Meal	SM			8	Start Date		Alesi Type		End Time	ADP 65	CAP 75	Fleid Tripe?
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2401 Thatcher Street Normington, DE 19502	Open Recreation		1	Lunca	- X	30 30	××	H			Vended	12.00 PM	3 30 764	85	72	
2tte Name	Contact Name Phone Number Type of Site Primary Service	Engibility Docs Dus (Year)	Site Type	Mesi	SM	Ţ	RF	s	start Date	End Date	мезі Туре	Start Time	End Time	ADP	CAP	Fleid Trips?
Site Address Urean Promise Clamp Hope 451 Transpend Street Mt Joy II Church Viller(rights), DE 19801	Approve Harris	200	Down	Friedrica		XX			6/25/2018	9/2/2018	Vended	1250 PM	21070	13	75	
Site Name	Contact Name Phone Number Type of Site Primary Service	Eligibility Doce Due (Year)	Sittle Type	tāeāi	SM	TW	RF	s	Start Date	End Date	Meal Type Vended	start Time	End Time A	DP CA	P TH	Fleid PB7 N
Urban Prompo Comp Haven 1902 West 12th Street AKA/Camp Promice	James Hussell (202) 290-9068 Open	2002	Umarı	Greaktex					6.234.14			12:00 FM	2.00 PW	6#	76	
Wilmington, DE 1980\$	Recreation			Lunch	×	XX	X X	4			Vended	1200 PM	3070	-	1	
She Name	Contact Name Phone Number Type of Sits Primary Service	Eligibility Docs Dus (Year)	Site Type						Start Date	End Date &	toal Type 5	tart Time E	rd Time Al	P CA	F Trip	Field N
Site Address Urban Promise/Coms Hambry	Than Peterson (207) 210-4217 Open		Limson	Breakfast	×	XX			6050018	a-3-2015		(3000,3301)	HOTELT A PLOCES.			1
3201 North Martet Event Vibrorgion, DE 19501	Registron	T	16	Lunth	- 1 ×	20 2	XX 3	4			Vended	1200 26	2:02 PM	4£	75	J

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Site Name
Site Address
Site Address
St. Joseph Church 1012
Franch Chest
Wilmingson, DE 19801

STIP Name STIP Address Victorious Faith Children Working Center Stip Concest Average Witnesson, DE 15802

Sate Name Sate Address United of Entities 2412 Trutcher Street Winnington, DE 19802

Site Name Site Address West End Neighborhood House 710 North Uncoin Swest Wilmington, DE 1960S

Sibs Name Sibs Address William Bush Antarest Committy Certer Sit N. Madison Street Wirnington, DE 15501

Spansor Schedule A - 2018 Summer Food Service Program Sites

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Type of Site
Primary Service
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Contact Name
Phone Number
Type of Site
Primary Service
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(0x2) 366-4016
Open
Contact Name
Phone Number
Type of Site
Contact Name
Phone Number
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Type of Site
Contact Name
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Contact Name
Phone Number
Type of Site
Primary Service
Mara of Sychematic
(302) 658-4171
Open
Recreation

CSDIVITHEM (302) 571-4256 Open Recreation

Contact Name Phone Number Type of 3th Primary Service

Eligibility Does Due (Year)

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Eligibility Docs Due (Year)

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Agreement Number: 01-08

Vendor Number: No Vendor#

Wilmington Department of Youth & Families-0000000025 500 Wilmington Ave Wilmington, DE 10801 Kevin Kelly (302) 578-3210 Exz. 3811 Fax: (302) 573-5675

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Ī	7/23/2015	8242018	Vended	5 30 PM	7:30 PM	45	55	**
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			. 8	Start Date	End Data	Meal Type	Start Time	End Time	ADP	CAF	Fleid Trips?
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Agreement Number: 01-06

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Delaware Department of Education Nutrition Services Division Duminer Food Service Program

Sponsor Schedute A - 2018 Summer Food Service Program Sites

Winnington Department of Youth & Familiee-0000000025 S00 Wilmington Ave Wilmington, DE 19801 Kevin Kefty (302) 576-3810 Ext. 3811 Fax: (302) 573-5675

Site Name	Contact Name Phone Number Type of Site	Eligibility Dock Due (Year)	Sits Type	t/(pa)	SN	71	v-1	RF		Start Date	End Date	Meal Type Vended	Start Time	End Time	ADP	CAP	Field Trips?
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Stie Name	Contact Name Phone Number Type of 6fbs	Enginisty Dogs Dus		- CMD-COPE				RF	2	Start Date	End Date	Meal Type	Start Time	End Time	ADP	САР	
Site Address	Primary Service	(Year)	Sits Type	Meat Freatast	38	X >		XX		6/16/2076	M2-22018	Vended	1E:DGAM	1100 AM	13	23	*
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Winnington, Delaware, DE	Other	1	1		$\rightarrow$	1.	11	XX	$\mathbb{H}$			Vended	12 00 PM	1:45 PM	15	25	
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witnington, DE 19805	Oper	1		Lunch		X :	X	X 2	4			Vended	11,00 AM	1 00 PM		- 55	
Site Name	Contact Name Phone Number Type of Site	Enginenty Docs Due		Inem				עו		Start Oate	End Date	Мезі Туре	Start Time	End Time	ADP.	CAP	Field Trips?
Alte Address	Primary Service	(Leat)	Site Type	LUNCO	- 3			X		6/19/2016	8/24/2018	Vended	2:00 PM	4 00 PM	75	62	
Yourn Empowement Program 1509 Dycamore Street Withington, DE 15605	Coley Harris (302) 397-8445 Open Recreation	2022	Glos		1		L								-	-	
SAME .	Contact Name Phone Number Type of 51ie	Enginitity Docs Due	Better description	Meal				ru		s Start Date	End Date	Meal Type	Start Time			CAP	Field Trips
Site Name	Primary Service	(Year)	Site Type	Breakfast	- 5	X		XX:		6/15/2015	6/25/2018	Vanded	5:30 AM	10:30 AM	25	35	
Youth Law Entprecement Academy	Rush Townsend (302) 379-3155 Ctref	2022	CESSA	THE CHANGE SA		n	1									1	4
SDQ Winnington Avenue Winnington, DE 19801	Recreation		100	Luren	-	10	3	XX.	×			Vertocal	1202 PM	200PW	75	35	-

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#### Schedule B

# U.S. DEPARTMENT OF AGRICULTURE REQUIRED MEAL PATTERNS

# SUMMER FOOD SERVICE PROGRAM MEAL PATTERNS

FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST Serve all three	EUNCH OR SUPPER Serve all four	SNACK Serve two of the four
Milk	REQUIRED	REQUIRED	
Fluid milk (whole, low-fat, or fat-free)	1 cup <sup>1</sup> (% pint, 8 fluid ounces) <sup>2</sup>	1 cup (%pint, 8 fluid ounces) <sup>3</sup>	1 cup (X pint, 8 fluid ounces) <sup>2</sup>
Vegetables and Fruits — Equivalent quantity of any combination of	REQUIRED	REQUIRED	
Vegetable or fruit or	% oup	% cup total⁴	% cup
Full-strength vegetable or fruit juice	X cup (4 fluid ounces)		% cup (6 fluid ounces)
Grains/Breads* ~ Equivalent quantity of any combination of	REQUIRED	REQUIRED	
Bread or	1slice	1 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. or	iserving <sup>7</sup>	1 serving <sup>7</sup>	1 serving <sup>3</sup>
Cold dry cereal or	% cup or 1 ounce		% cup or 1 ounce
Cooked cereal or cereal grains or	% cup	№ cmb	% cup
Cooked pasta or needle products	14 cup	X сир	% cup
Meat/Meat Alternates Equivalent quantity of any combination of	OPTIONAL	REQUIRED	
Lean meat or poultry or fish or	1ounce	2 ounces	1 ounce
Alternate protein products or	1 ounce	2 ounces	1 ounce
Chaese or	lounce	2 ounces	1 ounce
Egg (large) or	*	1	*
Cooked dry beans or peas or	X cup	⅓ cup¹	% cup <sup>1</sup>
Peanut or other nut or seed butters or	2 tablespoons	4 tablespoons	2 tablespoons
10		1 ounce=50% <sup>11</sup>	1 ounce
Nuts or seeds or Yogurt	4 ounces or % cup	8 nunces or 1 cup	4 ounces or % cup

<sup>1.</sup> For the purposes of the requirement outlined in this table, a top means a standard measuring cus. 2 Served as a beverage of on cereal or used in part for each purpose 3 Served as a beverage of served as a beverage. 4 Serve two or more kinds of vegetable or fruits or a comberation of both. Full strength vegetable or fruit juce may be counted to meet not more than one-half of this requirement. 5 bite may not be served when milk is served as the only other component 6 bits at pasts or noodle products, and cereal grains (such as rice, bugur, or corn grits) shall be whole-grain or entitled. Combrand, betwits, rolls, multims, etc., shall be made with whole-grain or enriched meal or flour. Cereal shall be whole-grain, enriched, or for titled.

<sup>7</sup> Serving sizes and equivalents w● be in guicance materials to be distributed

<sup>/</sup> Serving sizes and equivalents are Veril growing sizes and equivalent by PRS to State against 8

Either volume (cup) or weight (ounces), whichever it less

9 Must meet the requirements of 7 CFR 225 Appendix A

10 Tree nuts and seeds that may be used as most alternate are listed in

<sup>10</sup> lize note and seeds that may be used as most account index in the program guidance
1.1 No more than 50 percent of the requirement shall be met with note or seeds. Note or seeds while the combined with another intest/mest alternate to fulfill the requirement. For purposes of determining combinations, one counce of notes or read in equal to one ounce of cooked lean meet, poultry or fish 12 Main or Navored, unsweetened or sweetened

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

#### BREAKFAST MENU

DAY 1 FRESH FRUIT HONEY NUT CHEERIOS (1 CUP) OR EQUIVALENT APPLE JUICE WHITE MILK 1%

DAY 2 FRUIT JUICE
BLUEBERRY MUFFIN
FRUIT CUP
WHITE MILK 1%

DAY 3
PEAR CUP (1/2 CUP)
CINNAMON BAGEL
CREAM CHEESE
PINEAPPLE JUICE (1/2 CUP)
WHITE MILK 1%

DAY 4 STRAWBERRY YOGURT
BANANA MUFFIN
FRESH PLUM
ORANGE JUICE
MILK 1%

DAY 5 APPLE SAUCE (1/2 CUP)
WHOLE GRAIN/CINNAMON ROLL
GRAPE JUICE (1/2 CUP)
WHITE MILK 1%

DAY 6 FRESH FRUIT
CRISPY WHEAT & RAISINS OR EQUIVALENT
ORANGE JUICE (1/2 CUP)
WHITE MILK 1%

DAY 7 FRESH FRUIT GOLDEN GRAHAM CEREAL (1 CUP) OR EQUIVALENT APPLE SAUCE (1/2 CUP) MILK 1%

DAY 8 BAGEL WITH JELLY ORANGE JUICE MILK 1%

#### **BREAKFAST MENU**

(continued)

DAY 9 FRESH FRUIT
FRUIT LOOPS (1 CUP)

APPLE JUICE (1/2 CUP)

WHITE MILK 1%

DAY 10 FRESH FRUIT

DONUT

**GRAPE JUICE** 

**MILK 1%** 

DAY 11 FRESH FRUIT

STRAWBERRY BREAKFAST BAR

ORANGE JUICE (1/2 CUP)

MILK 1%

DAY 12 FRESH FRUIT

FRUIT YOGURT

GRAHAM CRACKERS APPLE JUICE (1/2 CUP)

WHITE MILK 1%

DAY 13 FRESH FRUIT

FROSTED FLAKES (1 CUP) GRAPE JUICE (1/2 CUP)

WHITE MILK 1%

DAY 14 APPLE SAUCE (1/2 CUP)

MINI WHEATS LITTLE BITES (1 CUP)

ORANGE JUICE (1/2 CUP)

WHITE MILK 1%

DAY 15 FRESH FRUIT

CINNAMON ROLL/WHOLE GRAIN

FRUIT JUICE (1/2 CUP)

WHITE MILK 1%

# WILMINGTON DEPARTMENT OF PARKS AND RECREATION SUMMER LUNCH AND DINNER PROGRAM

(Supper menu will be the same menu as lunch.)

# LUNCH MENU/SUPPER MENU

DAY 1 TURKEY HAM & AMERCIAN CHEESE

HAMBURGER ROLL

MUSTARD

APPLE SAUCE

ORANGE JUICE

GRAHAM CRACKERS

1% CHOCOLATE MILK

DAY 2 LETTUCE & TOMATO WITH SLICED STRIPS OF CHICKEN

FRENCH DRESSING

CRACKERS

APPLE MUFFIN

PINEAPPLE JUICE

1% CHOCOLATE MILK

DAY 3 SLICED TURKEY

KAISER ROLL

MIXED FRUIT CUP

GRAPE JUICE

MAYONNAISE

GRAHAM CRACKERS

1% CHOCOLATE MILK

DAY 4 SLICED CHICKEN – WITH LETTUCE AND TOMATO – ON BUN

MAYONNAISE

PINEAPPLE TIDBITS

1% CHOCOLATE MILK

DAY 5 BEEF BOLOGNA & AMERICAN CHEESE

WHITE BREAD

PEACH CUP

APPLE JUICE

MUSTARD

1% CHOCOLATE MILK

DAY 6 AMERICAN CHEESE & TURKEY BREAST

WHEAT BREAD

PEACH CUP

APPLE JUICE

**MAYONNAISE** 

CHEESE & CRACKERS

1% CHOCOLATE MILK

## LUNCH MENU/SUPPER MENU

(continued)

DAY 7

CHICKEN SALAD
WHEAT BUN
PEACH CUP
APPLE JUICE
MAYONNAISE

1% CHOCOLATE MILK

DAY 8 PEANUT BUTTER AND JELLY SWIRL

WHOLE GRAIN CRACKERS CINNAMON APPLE SAUCE

RAISINS

1% CHOCOLATE MILK

DAY 9 BEEF BOLOGNA & AMERICAN CHEESE

WHITE BREAD

**MUSTARD** 

PINEAPPLE TIDBITS

APPLE JUICE

LOW-FAT GRANOLA 1% CHOCOLATE MILK

DAY 10 SLICED CHICKEN

KAISER ROLL
MAYONNAISE
GRAPE JUICE
APPLE SAUCE CUP
1% CHOCOLATE MILK

DAY 11 AMERICAN CHEESE & TURKEY BREAST

KAISER ROLL MAYONNAISE

CELERY STICK AND CUCUMBER SAUCE

APPLE JUICE MANGO SLICES 1% CHOCOLATE MILK

DAY 12 TUNA, TOMATO & LETTUCE, WITH MUSTARD AND MAYO PACKETS

WAFERS GRAPES

BAKED TORTILLA CHIPS W/SALSA

PINEAPPLE JUICE 1% CHOCOLATE MILK

# LUNCH MENU/SUPPER MENU

(continued)

DAY 13 BEEF BOLOGNA & AMERICAN CHEESE

WHEAT BREAD

**MUSTARD** 

PINEAPPLE CUP

BABY CARROTS & CUCUMBER SAUCE

FRUIT JUICE

1% CHOCOLATE MILK

DAY 14 SWISS CHEESE & TURKEY HAM

STEAK ROLL

MUSTARD

LETTUCE & TOMATO CUP

MIXED FRUIT CUP

GRAPE JUICE

1% CHOCOLATE MILK

DAY 15 BEEF BOLOGNA & AMERICAN CHEESE

HAMBURGER ROLL

PEAR CUP

FRUIT JUICE

**MUSTARD** 

CELERY STICKS & CUCUMBER SAUCE

1% CHOCOLATE MILK

See Table for portion sizes.



Wilmington Department of Parks & Recreation

Summer Lunch-Supper

3	Willington Dept	antinent of Farks &	Ticereation	Summer Lunch-Supper
Monday	Tuesday	Wednesday	Thursday	Friday
	Day 0	Day 3	Day 4	Day 5
Day 1 Turkey Ham & American Cheese on a Roll Applesauce Orange Jülce Mustard Graham Crackers Fat Free Chocolate Milk	Day 2 Chicken Strips Lettuce & Tomato French Dressing Crackers Apple Muffin Orange Juice Fat Free Chocolate Milk	Sliced Turkey on a Kaiser Roll Mixed Fruit Cup Grape Juice Mayonnaise Graham Crackers Fat Free Chocolate Milk	Sliced Chicken on a Bun Lettuce & Tomato Pineapple Tidbits Mayonnaise Fat Free Chocolate Milk	Beef Bologna & American Cheese on Wheat Bread Peach Cup Apple Juice Mustard Fat Free Chocolate Milk
::				
Turkey Breast & American Cheese on Wheat Bread Peach Cup Apple Juice Mayonnaise Cheese on Cheese Crackers Fat Free Chocolate Milk	Day 7 Chicken Salad on a Wheat Bun Peach Cup Apple Juice Mayonnalse Fat Free Chocolate Milk	Day 8 Tuna Salad WG Crackers Cinnamon Applesauce Raisins Fat Free Chocolate Milk	Day 9 Beef Bologna & American Cheese on Wheat Bread Pineapple Cup Apple Julce Mustard Granola Fat Free Chocolate Milk	Day 10  Sliced Chicken on a Kalser Roil Applesauce Cup Grape Juice Mayonnaise Fat Free Chocolate Milk
Day 11  Turkey Breast & American Cheese on a Kaiser Roll Apple Juice Melon Mayonnaise Fat Free Chocolate Milk	Day 12  Tuna Salad  Lettuce & Tomato  Mustard/Mayonnaise  Wheat Crackers  Grapes  Blended Frult Juice  Tortilla Chips w/Salsa  Fat Free Chocolate Milk	Day 13 Beef Bologna & American Cheese on Wheat Bread Pineapple Cup Fruit Juice Mustard Baby Carrots & Ranch Fat Free Chocolate Milk	Day 14  Turkey Ham  & American Cheese on a Steak Roll Lettuce & Tomato Mixed Fruit Cup Grape Juice Mustard Fat Free Chocolate Milk	Day 15 Beef Bologna & American Cheese on a Roll Pear Cup Fruit Juice Mustard Celery Sticks & Ranch Fat Free Chocolate Milk
			V	

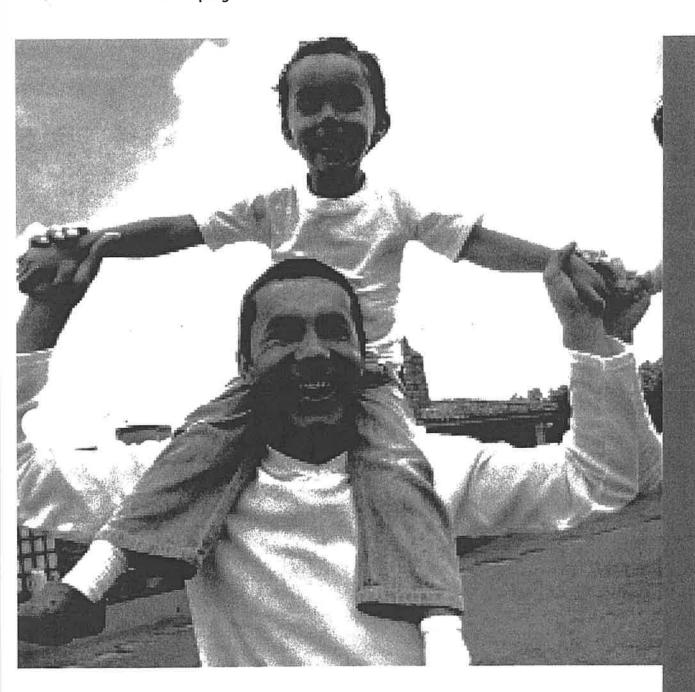
"MENU SUBJECT TO CHANGE "

www.preferredmeals.com





an elior company



PAGE



### PROPOSAL FORM

DATE:	01/29/2019				CONTRA	CT: <u>19048PR</u>
Attache	d hereto is a bid bo	and in the	amount of10%	6		dollars cents.
City of	Wilmington Busin	ess Licens	se Number is1	933		
Procure	roposal is submit ment and Records interest of the Cit	, reserves	the right to reject	ge that the Department any and all proposals	ent of Finance , when in its jud	, Division of lgment, it is in
A valid	l license/permit a al form.	nd a cop	y of the most re	ecent health inspectio	n need to be si	abmitted with
We, the	e undersigned, her of Wilmington, P	eby agree arks and	to furnish and d Recreation (vario	leliver, per specificatio us locations), Wilming	ns, the item(s) ton, Delaware 1	listed below to 9801.
<u>Item</u>	Approximate <u>Quantity</u>	# of <u>Days</u>	Description		Unit <u>Price</u>	Price
1	2,500	49	Individual Brea	kfasts (as specified)	\$ <u>1.52</u>	\$ <u>186,200.0</u> 0
2	3,000	49	Individual Lun	ches (as specified)	\$_2.59	\$ 380,730.00
3	800	44	Individual Sup	pers (as specified)	\$ 2.59	\$ <u>91,168.00</u>
			GRAND TOT	AL		\$ <u>658,098.0</u> 0
Locati	on of Bidders' Pre	paration F	acility:	5600 First Aven	ue, Building C	
				Brooklyn, NY 1	1220	
			FIRM:	Preferred Meal	Systems, Inc. Partnership, Inc.	lividual
			PER:	Colina	0 0	atrice Tillman
			TITLE:	VP of Finar	nce - Controller	
			EMAIL:	patrice.tillman	@preferredmeal	s.com-
			ADDRESS:	5240 St. Charle	es Rd., Berkeley.	IL 60163
			PHONE:	708-318-25	000	
			FAX:	708-493-26	90	
		Ŧ	EDERAL I.D.:	36-2664596		

## CONSENT OF SURETY

		DATE: <u>01/17/2019</u>
TO:	City of Wilmington  800 French Street  Wilmington, DE 19801	
Gentle	men:	
	We, the Aspen American Insurance Com	pany
178	5 Capital Blvd. Suite 300	ÿ (9)
-	(Surety Company	y's Address)
Ro	cky Hill, CT 06067	
a Sure	ty Company authorized to do business in the State of	f Delaware, hereby agree that if
	eferred Meal Systems, Inc. (Contrac	
52	240 St. Charles Road, Berkeley IL 60163	
is aw	(Addre 19048PR- Summer arded Contract Food Service Program . We will write	ss) the required Performance and/or Labor and Materials
Bond	required by Paragraph 6 of the Instructions to Bidde	rs.
		Aspen American Insurance Company
		Surety Company
	BY:	Attorney-in-Fact



Aspen American Insurance Company 175 Capital Boulevard, Rocky Hill, CT 06067

Notary Public
State of Connecticut
My Commission Expires February 28, 2019

#### POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Stephen A. Vann and Kathryn Wieland Allen of Lockton Companies, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed. This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin Gillen, Senior Vice President, Mathew Raino, Senior Vice President, and Ryan Field, Senior Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 17th Day of November 2017.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

On this 17th day of November 2017 before me personally came Kevin Gillen to me known, who being by me duly swom, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Vanessa Arias

Mulson and

Notary Public
My commission expires: 2/28/2019

CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this

and a

Aspen American Insurance Company

in Gillen Senior Vice President

Name: Kevin Gillen Senior Vice President

\* For verification of the authenticity of the Power of Attorney you may call (860) 760-7725 or email: Vanessa.arias@aspen-insurance.com

#### CERTIFICATION REGARDING LOBBYING

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

#### **LOBBYING**

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

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

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

#### Statement for Loan Guarantees and Loan Insurance

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

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

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

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

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

Preferred Meal Systems, Inc.

Summer Food Service - City of Wilmington

RINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Patrice Tillman, VP of Finance - Controller

SIGNATURE

DATE

01/29/2019

#### CLEAN AIR AND WATER CERTIFICATE

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

Preferred	Meal	Systems,	lnc.

City of Wilmington Parks and Recreation

Name of Food Service Management Company

Name of School Food Authority

#### THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

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

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

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

$F_{i}$	The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of
opei	rations, owned, leased or supervised by the Food Service Management Company.

VP of Finance - Controller

01/29/2019

Signature of Food Service Management Company's Authorized Representative Title

Date

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

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

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

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

	Patrice Tillman, VP of Finance -	Controller
Name	and Title of Authorized Representativ	ve (please print or type)
Ja	terli	01/29/2019
Signat	ure	Date
Name of Company:	Preferred Meal Systems, Inc.	
Address:	5240 St. Charles Road	
	Berkeley, IL 60163	

#### INSTRUCTIONS FOR CERTIFICATION

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

### DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federa	al Action:	3. Report Type:	
a. contract	a. bid/o	offer/application	a. initial fi	ling
└ b. grant	b. initia	ıl award	b. materia	al change
c. cooperative agreement	c. post-	-award	For Material	Change Only:
d. loan			year	quarter
e. loan guarantee			date of la	st report
f. loan insurance				
4. Name and Address of Reporting	g Entity:	5. If Reporting En	tity in No. 4 is a S	ubawardee, Enter Name
Prime Subawardee		and Address of	Prime:	
Tier	if known:			
Congressional District, if known	7: <sup>4c</sup>		District, if known:	
6. Federal Department/Agency:		7. Federal Progra	m Name/Descripti	ion:
		OFDANI I		
C.		CFDA Number, I	if applicable:	
O. To do not A office Name to a 15 to according		9. Award Amount	if known i	Σ
8. Federal Action Number, if know.	n:		, II KNOWN:	
		\$		
10. a. Name and Address of Lobb	ying Registrant	b. Individuals Per	forming Services	(including address if
(if individual, last name, first r	name, MI):	different from N	lo. 10a)	
		(last name, first	t name, MI):	
				10
		6	7	
		//	1 A	01
11. Information requested through this form is authorize 1352. This disclosure of lobbying activities is a magnitude.		Signature:		<u> </u>
upon which reliance was placed by the tier above whe	n this transaction was made	Print Name: Patric	e Tillman	
or entered into. This disclosure is required pursua information will be available for public inspection. A		Title: VP of Finance	- Controller	
required disclosure shall be subject to a civil penalty not more than \$100,000 for each such failure.	of not less than \$10,000 and			01/00/0010
not more than \$100,000 for each such landle.		Telephone No.: _70	)8-318-2500	Date:01/29/2019
F. 11.1.1.2		See Bushing		Authorized for Local Reproduction
Federal Use Only:			E Sales	Standard Form LLL (Rev. 7-97)

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

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

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

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



#### U.S. DEPARTMENT OF AGRICULTURE AGRICULTURAL MARKETING SERVICE FAIR TRADE PRACTICES PROGRAM, P.A.C.A. DIVISION NATIONAL LICENSE CENTER

1400 Independence Ave SW Room 1510 Stop 0242 Washington DC, 20250-0242 (800) 495-PACA

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

LICENSE NO.	2. ANNIVERSARY DATE	3. TYPE OF BUSINESS	4. NATURE OF BUSINESS	5. OWNERSHIP TYI	6. NO. OF BRANCHES		
10140403	02-04-2019	BOTH FRESH & FROZEN	PROCESSOR	CORPORATION	0		
	N: PAUL ALTO AMONT CORP TH	E		Read "NOTICE TO on re	LICENSEE" verse side		
	OKLYN		220-0000	for accurac	mine this Certificate cy. ors to P.A.C.A. Office		
	OKTAN		20-0000	ui noore uu	w/ cbb		
hone: (708)	hone: (708) 318-2500 Fax: (718) 238-0974 Email: PATRICE.TILLMAN@PREFERREDMEALS.COM						
EIN: 1125	STATE IN WHICH INCORPORATED OR FORMED NEW YORK DATE INCORPORATED 11-19-1981						
NAME	(LAST - FIRST - MI	DDLE INITIAL)			TITLE		
'ILLMAN PA	`				CO, VP		
K ARB I	C ARB DAVID						
'HIVARI G	EORGE A				CEO, P		
IARTAMONT	HOLDINGS COR	P			SH		

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

-231 (10-02) CG: HFDL





#### STATE OF NEW YORK **DEPARTMENT OF AGRICULTURE AND MARKETS** 10B AIRLINE DRIVE ALBANY, NEW YORK 12235

#### LICENSE NOTICE

Please post this license notice in the establishment.

Date Issued: 08/15/2017

New York State

Entity No.: 89620

Expires: 08/14/2019

Department of Agriculture and Markets Albany, NY 12235

Certificate No.: 158155

Fee Paid: \$400

**FOOD PROCESSING** LICENSE

Estab No.: 614197

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

This license cannot be sold or transferred.

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

Richard A. Ball Commissioner

U.S. DEPARTMENT OF AGRICULTURE FOOD SAFETY AND INSPECTION SERVICE	1. DATE	2. ESTABLISHMENT NO.	
TOOD GALETT AND MIGH ESTIGIT GERVIOL	August 16, 2016	5370 / P-987	
GRANT OF INSPECTION	3. DISTRICT CODE		
	60 24		
4. NAME AND MAILING ADDRESS OF APPLICANT (Use 9 Digil Zip Code if Known)	5 DISTRICT OFFICE CONTACT	T INFORMATION (mailing address, e-mail, phone numbe	
Preferred Meal Systems Inc.	Philadelphia District Office		
5240 St. Charles Road Berkeley, IL 60163		enter, 701 Market Street, Suite 4100-A	
6. LOCATION OF ESTABLISHMENT (PHYSICAL STREET ADDRESS)	7. TYPE OF GRANT		
5600 First Avenue	CONDITIONAL (VALIDA	TE HACCP PLAN)	
Brooklyn, NY 11220	REGULAR		
TYPE OF INSPECTION (Check all that apply)	9. DATE OF INAUGURATION O	F SERVICE	
		. 62.1160	
		April 27, 1984	
IMPORT SILURIFORMES FISH			
establishment and contains your agreement and certification that you will co inspection of meat, poultry, Siluriformes fish or egg product or the importation of the District Office. Contact the contact the supervision of the District Office.	n of meat, poultry, Siluriformes	fish or egg product.	
REMARKS:		200	
Revised to show Update: Change of Officers.  Other Names: The Maramont Corporation			
cc: District Office Staff - Philadelphia, PA			
Frontline Supervisor – Brooklyn, NY U.S. Government Office File Debt Management Unit Personal Property Section - ASD Printing and Distribution Branch - ASD Official Est. File	Tel. No.	: 718-439-8900	
DISTRICT MANAGER SIGNATURE	PRINT NAME	•	

FSIS FORM 5200-1 (01/19/2016)

PREVIOUS EDITIONS OBSOLETE.

Ms. Susan G. Scarcia, District Manager

## CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO.

LICENSE NO.

CODE

017164

1933

9008 WHOLESALER NON-EDIBLE

FEE PAID

\$181.00

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

Expires: 12/31/2019

ISSUED BY

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

COMMISSIONER DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

## CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO. 022543

LICENSE NO. 2592

CODE

9007 WHOLESALER EDIBLE

FEE PAID \$0.00

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

Expires: 12/31/2019

ISSUED BY

PREFERRED MEAL SYSTEMS 5240 SAINT CHARLES RD BERKELEY, IL 60163-1341 Jeffrey J. Starkey

COMMISSIONER DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE



# State of Delaware Division of Revenue

--- Temporary License ---

License number

2012103617

Name

PREFERRED MEAL SYSTEMS INC

Address

5240 SAINT CHARLES RD BERKELEY, IL 60163-1341

Revenue Code	Subtype	Tax Year	Tax Period	Business Code	Amount
0101	02	2021	12/31/2021	374 WHOLESALER-FOOD PROCESSOR	\$225.00
Receipt Date		DLN		7	
12/06/2018		18-95518-6	i0		

#### Renew another license

Return to Division of Revenue home page

Send tax questions to BusTax@state.de.us.

Send technical questions to DORSupport@state.de.us.

## City of Wilmington



#### MICHAEL S. PURZYCKI Mayor

February 14, 2019

John D'amelio
Division of Procurement & Records
Department of Finance
City County Building
800 N. French St

Dear Mr. D'amelio

This letter serves to notify the Finance Department that Parks and Recreation, Division of Youth and Families Division accepts the bid submitted by Preferred Meals on contract #19048PR. The bid is for FY19 contract (SFSP) Summer Food Service Program in the amount of six-hundred fifty thousand, ninety-eight dollars and zero cents (\$658,098.00).

The unit cost of each meal is as follows: \$1.52 for approximately 2500 breakfast meals; \$2.59 for approximately 3800 for Lunch/Supper meals. This acceptance is based on the bid opening that was held on January  $17^{th}$ , 2019.

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

If there are any questions or concerns, please contact me at (302) 576-3811.

Sincerely,

Kevin F. Kelley, Sr

Director

Department of Parks and Recreation,

Cc: Nicole Adams, M.Ed.-Manager, Youth & Families Division
Aimee Beam-MPA Education Associate, Community Nutrition Programs
Troy Williams-Director of Food Service Program

#### CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 19048PR is on this 14h of February awarded to Preferred Meals System, Inc in the amount of \$658,098.00 as per Proposal dated 1/29/19 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 1/15/19.
- The advertisement calling for sealed bids on this contract was published in the News Journal on 1/15/19 & 1/22/19 stated that bids would be opened at 3:00 p.m. on 2/5/19
- 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 2/5/19. Other persons present at the opening of the bids were: Phil Ceresini, Mike Maldonado.
- 4. Bids were submitted by the following contractors in the following amounts:

Contractor	Address	Date of Bid	Amount
Preferred Meals Systems	Berkeley, IL	1/29/19	\$658.098.00
5. City License Number 6. Upon recommendation determined that the contractor to this determination I have received	n of <b>Department of Parks &amp;</b> whom this award is made was	the lowest responsible	bidder. In support of
<u>Author</u>	Employment Position		<u>Date</u>
Kevin Kelley	Director of Parks & Recrea	ation 2	/14/19
	000	$\sim$	

Department of Finance, Division of Procurement

#### PREFERRED MEAL SYSTEMS, INC.

#### CERTIFIED COPY OF RESOLUTIONS

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

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

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

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

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

President and Chief Executive Officer

George A. Chivari

Vice President and Controller

Patrice Tillman

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this  $7^{\text{th}}$  day of January, 2014

George A. Chivari, President and CEO



I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY "PREFERRED MEAL SYSTEMS, INC." IS DULY

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD

STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS

OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF MARCH, A.D. 2019.

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

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "PREFERRED MEAL SYSTEMS, INC." WAS INCORPORATED ON THE SECOND DAY OF OCTOBER, A.D. 1967.

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

TAPYS OF CO.

Authentication: 202420659

Date: 03-12-19



J. Eliaha C. Bukea, Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of

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

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of	October	in the year	Loux L
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	Ó	Theka & Duk	eo.
		1000	Secretary



#### CERTIFICATE OF LIABILITY INSURANCE

9/1/2019

8/30/2018

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

this certificate dot	es not confer rights to the certificate holder	IN HED OF SUCH 6	naorsement(s).		
	R Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600		CONTACT NAME:		
Atlanta GA			VE No. Ext); IL RESS:	(A/C, No):	
(101) 100			INSURER(S) AFFORDING	G COVERAGE	NAIC #
			RERA: Travelers Property Casua	lty Co of America	25674
INSURED Preferred I	Preferred Meal Systems, Inc.		RER B: Sentry Insurance a Mu	tual Company	24988
	harles Road	INSU	RERC: Sentry Casualty Con	npany	28460
Berkeley I	Berkeley IL 60163-1341		RERD: XL Insurance Americ	ca, Inc.	24554
			RERE: Gemini Insurance Co	mpany	10833
		INSU	RER F:		
COVERAGES	CERTIFICATE NUMBER:	14159030	RE\	VISION NUMBER: V	VVVVVV

COVERAGES

CERTIFICATE NUMBER: 14159030

REVISION NUMBER: XXXXXX

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.

VSR TR		TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER	POLICY EFF (MWDD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	's
В	X	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	N	90-18840-06	9/1/2018	9/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 1,000,000 \$ 1,000,000 \$ 5,000
200						1		PERSONAL & ADV INJURY	s 1,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$
	AUT	OMOBILE LIABILITY	N	N	90-18840-04 (AOS)	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
1	Х	ANY AUTO			90-18840-05 (MA)	9/1/2018	9/1/2019	BODILY INJURY (Per person)	\$ XXXXXXX
1		OWNED SCHEDULED AUTOS ONLY			GVE100207901(1X1)	9/1/2018	9/1/2019	BODILY INJURY (Per accident)	\$ XXXXXXX
		AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$ XXXXXXX
E	Х	Drive Other						Excess Limit	\$ 1,000,000
	X	UMBRELLA LIAB X OCCUR	N	N	US00086357L118A	9/1/2018	9/1/2019	EACH OCCURRENCE	\$ 10,000,000
		EXCESS LIAB CLAIMS-MADE					1	AGGREGATE	\$ 10,000,000
	-	DED RETENTIONS \$0							s XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			И	90-18840-01	9/1/2018	9/1/2019	X PER OTH-	
	ANY F	PROPRIETOR/PARTNER/EXECUTIVE N	NIA		90-18840-02 (Retro)	9/1/2018	9/1/2019	E.L. EACH ACCIDENT	s 1,000,000
	(Mandatory in NH)					1		E.L. DISEASE - EA EMPLOYEE	s 1,000,000
		, describe under CRIPTION OF OPERATIONS below		_					s 1,000,000
1	Ргор	perty	N	И	KJ5CMB4H85126518	9/1/2018	9/1/2019	Limit: \$384,021,016	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Romarks Schodule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
City of Wilmington is shown as an additional insured solely with respect to General Liability coverage as evidenced herein as required by written contract with respect to work performed by the named insured.

CERTIFICATE HOLDER	CANCELLATION			
14159030 City of Wilmington 800 French Street Wilmington DE 19801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
	AUTHORIZED REPRESENTATIVE			

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#### FORM OF BOND

Know All Men by These Presents, That We,
Preferred Meals System, Inc
5240 St Charles Road Berkeley, IL 60163
as principal, and Aspen American Insurance Company
175 Capital Boulevard Suite 300 Rocky Hill, CT 06067
as Surety, legally authorized to do business in the State of Delaware, are held and firmly boun
unto the City of Wilmington, a municipal corporation of the State of Delaware, (hereinafte
sometimes referred to as the Obligee), in the amount of One Hundred Sixty Four Thousan
Five Hundred Twenty Four and 50/100 Dollars (\$164,524.50) to be paid to the sai
obligee, the City of Wilmington, for which payment, well and truly to be made, we do bin
ourselves, our and each and every of our heirs, executors administrators, successors and assigns in the and sourcelly for and in the whole firmly by these presents
jointly and severally, for and in the whole, firmly by these presents.
Sealed with our seals.
bouled with our souls.
Dated the 27th day of February , 2019
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 19048PR "SUMMER FOOD SERVICE
PROGRAM" dated 27th day of February 2019, shall well and truly
keep, do and perform, each and every, all and singular the matters and things in said contract set
forth and specified to be by the said Principal kept, done and performed at the time and in the
manner in said contract specified, including the payment in full to all and every person
furnishing material or performing labor or service or any of them in and about the construction of
said contract and the performance of said contract, all and every sum or sums of money due him,
them or any of them, for all such labor, services and/or materials, and shall make good and
reimburse the above named The City of Wilmington, a municipal corporation, sufficient funds to
pay the cost of completing the contract which the obligee may sustain by reason of any failure or
default on the part of said Principal, then this obligation shall be void; otherwise, to be and
remain in full force and effect.

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

Signed, sealed and delivered

in the presence of:

Witness

Preferred Meals System, Inc.

Ву:

Patrice Tillman, VP of France-controller

Name Typed or Printed

Aspen American Insurance Company

Surety Company

Attorney-In-Fact

(Seal)

Address: 175 Capital Boulevard Suite 300

Rocky Hill, CT 06067

Telephone: 404-460-0708



Aspen American Insurance Company 175 Capital Boulevard, Rocky Hill, CT 06067

#### POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Stephen A. Vann and Kathryn Wieland Allen of Lockton Companies, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed. This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin Gillen, Senior Vice President, Mathew Raino, Senior Vice President, and Ryan Field, Senior Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

N WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 17th Day of November 2017.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

On this 17th day of November 2017 before me personally came Kevin Gillen to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the Vanessa Arias above Resolutions thereof

Aspen American Insurance Company

Notary Public

My commission expires: 2/28/2019

**Notary Public** State of Connecticut My Commission Expires February 28, 2019

CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this

Name: Kevin Gillen Senior Vice President

<sup>\*</sup> For verification of the authenticity of the Power of Attorney you may call (860) 760-7725 or email: Vanessa arias@aspen-insurance.com

#### --- - C O N T R A C T----

THIS AGREEMENT made the 27th day of February in the year Two Thousand Nineteen and between the City of Wilmington, a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the Owner), and Preferred Meals Systems, 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 19048PR "SUMMER FOOD SERVICE PROGRAM" for the Parks & Recreation

Department in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date 1/15/19 & 1/22/19 and specifications identified as Contract No. 19048PR 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 Fifty-Eight Thousand Ninety-Eight------Dollars and 00/100 (\$658,098.00) as per Proposal dated 1/29/19 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, or permit discrimination or harassment, against any person because of age sex, martial 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:

Witness

THE CITY OF WILMINGTON

By:

ATTEST:

City Clerk

Preferred Meals Systems, Inc.

Witness

President

(Seal)

VP of Finance -controller

ATTEST:

Secretary