

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

#4745

Sponsor:

Council  
Member  
Harlee

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

WHEREAS, the City publicly advertised the specifications for Contract 19023PR - CACFP At Risk Child And Adult Care Food Program (the "Contract") - in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A", to Revolution Foods, Inc. (the "Contractor"), the lowest responsible bidder; and

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

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

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

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

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

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

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

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

Passed by City Council,

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

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

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Mayor

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

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

W0108266

# EXHIBIT A

## INSTRUCTIONS TO BIDDERS

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

2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 19023PR-CACFP AT RISK CHILD AND ADULT CARE FOOD PROGRAM**" and addressed to the Department of Finance, Division of Procurement and Records, 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. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.

5. No bid will be considered unless accompanied by a Certified Check (personal check, cashier's check, or treasurer's check are not acceptable) or a good and sufficient Bid Bond to the City of Wilmington in the amount of not less than 10 percent of the amount of the base bid, plus all additive alternatives, with Corporate Surety authorized to do business in the State of Delaware.

6. The Bid Bond must be accompanied by a certification attached hereto, issued by the Surety Company, qualified to do business in the State of Delaware, and satisfactory to the Owner, which certification contains the commitment of the Surety Company to execute a 100 percent Performance and/or Labor and Materials Bonds to cover the bidder's performance and its' payments of labor and materials if the bidder is successful and the contract is awarded to him. The successful bidder must furnish the above bond within ten days after the award of contract.

7. If a corporation, the successful bidder shall furnish a certificate from the State where it is incorporated, stating that it is a subsisting corporation. The corporation shall also furnish one (1) original and two (2) copies of the excerpts of the corporate minutes which grant authority to those who sign and attest the contract. The Corporate Seal shall be affixed where signatures are attested.

8. The successful bidder will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.

9. Bidders are required to refer to the delinquent tax clause appearing on page GC-21 of the General Conditions.

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

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

- A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.

- B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
- C. Respect employee's voluntary freedom of association.
- D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.
- E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
- F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
- G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.
- H. Promote the application of these principles by those with whom you do business.

12. **Award and Execution of Contract**

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

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

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

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

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

**CHILD AND ADULT CARE FOOD PROGRAM**

**OCTOBER 2018 – SEPTEMBER 2019**



**DEPARTMENT OF PARKS AND RECREATION**

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

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

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

Projected Number of Days: 205 days each year

Meals (to be served): Supper/Dinner  
Snack

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

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

and/or

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



# SAMPLE BID ADVERTISEMENT

## CHILD AND ADULT CARE FOOD SERVICE PROGRAM

City of Wilmington, Department of Parks and Recreation, an approved sponsor in the State of Delaware, invites the submission of sealed bids for prepackaged meals meeting program requirements as described in the bid specification and contract. Bids containing dual prices for one meal type that are tied to a sponsor's ultimate level of meal service will be rejected. Contractors submitting bids must be approved by the State of Delaware, Department of Education, to participate in the Child and Adult Care Food Program (CACFP). These meals are to be served to children or adults in the CACFP. Delivery is to be made as per bid specifications and contract.

Invitation to Bid may be obtained as of (TBD) from the Department of Finance, Division of Procurement and Records. Sealed bids clearly marked on the outside envelope, "Child and Adult Care Food Program Bid," are to be received by (TBD) at 3:00 p.m. at the 5th Floor Conference Room, City/County Building, 800 French Street, Wilmington, DE 19801, at which time all bids will be opened.\*\*

Sponsor contact information:	Name:	Ms. Tina Austin
	Address:	800 N. French Street Wilmington, DE 19801
	Phone:	(302) 576-2420

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### **\*\*BOND REQUIREMENTS**

A bid bond in the amount of \*ten percent (10%) of the estimated total amount of bid must accompany the bid. The bid bond must be from a company listed in the current Department of Treasury Circular 570 certified to do business in Delaware. No other type of bid bond is acceptable.

#### USDA Nondiscrimination Statement (Continued)

For all other FNS nutrition assistance programs, State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

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

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

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

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

This institution is an equal opportunity provider.

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

Revised. MAS/JDB 5/2016

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

DATE: 10/2/2018

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

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

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

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

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

PER: JOYCE HUANG   
Name (Typed or Printed)

TITLE: DIRECTOR CONTRACTS

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

FAX: N/A

FEDERAL I.D. 14-1955846

SECTION A

IFB/CHILD AND ADULT CARE FOOD PROGRAM

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

\*\*\*\*\*

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

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

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

\*\*\*\*\*

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

\*\*\*\*\*

ACCEPTANCE

Contract Number \_\_\_\_\_ Institution Name \_\_\_\_\_
Date \_\_\_\_\_ Signature of Institution Representative \_\_\_\_\_
Title \_\_\_\_\_

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

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

***QUANTITIES:***

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

Approximately 1,150 unitized dinners daily.

Approximately 625 unitized snacks daily.

***DELIVERIES:***

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

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

***SITE LOCATION***

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

***TIME PERIOD***

Program to commence on Monday, October 1, 2018 and to continue every Monday through Friday until Friday, September 30, 2019. Approximate total of 205 days. The length of the contract will be October 1, 2018 – September 30, 2019. The city reserves the option to extend this contract for one additional year provided that all conditions and pricing remain the same, and subject to City Council approval and funding availability. The City will give 60 days' advance written notice if the contract is to be extended.

***FOOD REQUIREMENTS***

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

## GENERAL CONDITIONS

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

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

2. Bidder must complete cover sheet with all required information.
3. Quantities rendered are approximated to fulfill the requirement for the operating period. The Sponsor reserves the right of ordering more or less than the stated estimated amounts at any time, in such quantities as needed and successful contractor will deliver to any directed site such quantities as designated at the bid price.
4. Contractor shall supply sufficient containers for distribution of milk and lunches to satellite feeding points. These containers are to be Styrofoam or equivalent, with lids. Ice is to be provided where necessary, as determined by the Sponsor, at no additional charge.
5. Deliveries to be made within the designated hours, indicated in basic specification. Emergency situations affecting the contractor's ability to deliver or the Sponsor's ability to receive meals for a reasonable length of time, will be mutually resolved between the contractor, sponsor, and state agency.
6. Successful bidder will have a turnaround time of 24 hours or less for changes in the number of meals (increases and decreases) delivered daily. Counts for the next days' delivery will be called into contractor 2 p.m. daily.
7. Sponsor and allied governmental agencies reserve the right to visit and inspect the bidder's preparation facilities prior to and during the contract period, which may form the basis of determining the capability of the bidder to perform or fulfill the contract.
8. Successful contractor to provide copy of insurance showing public liability, vehicle liability, and property damage insurance.
9. Hold Harmless: The bidder, if awarded a contract, agrees to protect, defend, and save harmless the Sponsor against any damage for payment for the use of any patented material, process, article, or device or from a part of the work covered by his contract; and he further agrees to indemnify and save harmless description brought against it, for or on account of any injuries or damages received or sustained by any parties, by or from any acts of the contractor, his servants to agents.
10. All bidders are requested to arrange for site visitations so as to inform themselves of locations and delivery conditions.
11. All bidders must provide sponsor with a sample meal at the bid opening. Meal must be packaged and presented as it will be delivered during the program.

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

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

## **II. INSTRUCTION TO BIDDERS**

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



be delivered in bulk). The State Agency may approve exceptions to the unitized meal such as separate hot and cold packs.

- h. Other Terms shall have the meanings ascribed to them in the CACFP regulations 7 CFR 226
2. **Explanation to Bidders:** Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specification, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uniformed bidders.
3. **Acknowledgment of Amendments of IFBs:** The sponsor must acknowledge receipt of an amendment to an IFB by a bidder by signing and returning this amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.
4. **Bidders Having Interest In More Than One Bid:** If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.
5. **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error. Neither law nor regulations make allowance for error either of omission or commission on the part of the bidders. In the case of error in extension of prices in the bid, the unit price shall govern.
6. **Evaluation of Bidders/Award of Contract:**
  - a. The contract will be awarded to that responsive and responsible bidder whose bid conforms to the IFB and will be most advantageous to the sponsor, lowest total estimated amount of bid, price and other factors considered.
  - b. The sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
  - c. The sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder whose investigation shows is not in a position to perform the contract.
  - d. Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.

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

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

## III. SCOPE OF SERVICES

1. United States Department of Agriculture regulations 7 CFR Part 226, entitled Child and Adult Care Food Program is hereby incorporated by reference.
2. Contractor agrees to deliver unitized meals inclusive of milk or juice to central depot, subject to the terms and conditions of this solicitation.
3. All meals furnished must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof.
4. Contractor shall furnish meals as ordered by the sponsor during the period of operation specified on page 1 and as further specified in Schedule A.
5. **Pricing** shall be on the menus described in Schedule C. All bidders must submit bids on the same menu cycle provided by the sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the sponsor. Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g. condiments, utensils, etc.).
6. **Meal quantities** are estimated. They are the best known estimates for requirements during the operating period. The sponsor reserves the right to order more or less than estimated at the beginning of the operating period. Contractor will be paid at the unit price rate for the actual number of meals delivered each day for the program period specified. Sponsor does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approval level of meal service designated by the administering office for each site serving meals provided by the contractor.
7. **Meal Orders:** Sponsors will order meals on Monday of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week, and will include breakdown totals for each site and each type of meal.

The sponsor reserves the right to increase or decrease the number of meals ordered on a 24-hour notice. Time may be less if mutually agreed upon between the parties to this contract.

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

9. **Noncompliance**

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

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

10. **Specifications**

d. **Packaging**

- i. Hot Meal Unit – Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° (204° C) or higher.
- ii. Cold Meal Unit (or Unnecessary to Heat) – Container and overlay to be plastic or paper and non-toxic.
- iii. Sandwich is to be individually wrapped in addition to the overlay on the container.
- iv. Cartons – Each carton to be labeled. Label to include:

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

v. Meals shall be delivered with appropriate non-food items: condiments, straws for milk, napkins, single service ware, etc. Sponsors shall insert the types of condiments that are necessary for the meals on Schedule C.

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

- vi. Individual containers shall be delivered in cartons constructed to prevent damage to the containers inside. An equal number of containers must be in each carton, except one, which may have fewer to allow for the exact number of meals ordered.
- vii. The sponsor may require that contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers said meal service.
- viii. All contractors shall have, on file, the name of the supplier, the telephone number, and a product label specifying ingredients for any food product utilized for meals under this contract. The contractor shall be able to immediately supply this information to the sponsor, State Agency, or health department for any meal served at any site listed on Schedule A.
- ix. All components of a cold meal shall be unitized in a container before delivery to a site. Container and overlay shall be plastic, paper, non-toxic metallic, or biodegradable material. Milk and/or juice may be enclosed in the unitized container.
- x. All components of a hot meal shall be unitized in one or two containers before delivery to site. If two containers are used, one will store the hot and one the cold portions of the meal. Container and overlay should be an air-tight closure and shall be aluminized or non-toxic metallic or biodegradable nonflammable material. Milk may be enclosed in the cold portion container.
- xi. Containers shall be sufficient strength to prevent crushing of food and shall package the meals so that they are completely unexposed to the elements.

## 11. Delivery

- a. Meals are to be delivered daily, unloaded and placed in the designated location by the contractors' personnel at central depot.
- b. The contractor shall be responsible for delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to

ensure the wholesomeness of food at delivery in accordance with state or local health codes.

- c. The sponsor reserves the right to add or delete food service centers by amendment of the initial list of approved centers in Schedule A and make changes in the approved level for the maximum number of meals which may be served under the program at each center. The sponsor shall notify contractor by providing an amendment to Schedule A of all sites which are approved, canceled or terminated, subsequent to acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided within 24 hours or less.
- d. The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for lunch and within one-half hour of the beginning of meal service for supper and in accordance with the serving time schedule (Schedule A). Where holding facilities have been approved by the state agency, contractor can deliver two meal types together according to the meal service time for early meals. Where emergency affects the ability of contractor to deliver meals separately or sponsor to utilize meals delivered separately, each situation is to be resolved by mutual agreement of contractor, sponsor and state agency.
- e. The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the sponsor at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of reimbursable meals is determined.
- f. The contract shall provide sponsor with a separate listing of sites to be serviced by each truck used for delivery one week prior to the first day of meal service.
- g. Hot and cold portions of meals must be delivered at the same time.
- h. Cold meals shall be delivered at the site at a maximum temperature of 41°F but shall not have a temperature of less than 32°F at scheduled time of meal service.
- i. The vehicle and/or carton utilized to deliver cold meals shall have the capability of keeping the product below 41°F until time of site delivery.
- j. Hot meals shall be delivered at the site at a temperature of at least 135°F.
- k. The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 135°F until time of site delivery.

## **12. Food Preparation**

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

### **13. Food Specifications**

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

## **IV. GENERAL CONDITIONS**

### **1. Supervision and Inspection of Facility**

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

### **2. Recordkeeping**

- a. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the site personnel, and one for the sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the sponsor only if signed by sponsor's designee at the site.

- b. The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference to support payments and claims.
- c. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the sponsor's final claim for reimbursement or until the final resolution of any audits for inspection and audit by representatives of the state agency, representative of the U.S. Department of Agriculture, the sponsor and the U.S. General Accounting Office at any reasonable time and place.
- d. Sponsor shall notify contractor within 24 hours of notification of disallowed meals. This requirement is in no way to be construed so as to impair the independent duty of the state agency to disallow any portion of a claim for reimbursement.

### **3. Method of Payment**

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

### **4. Bond Requirements**

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

## 5. Insurance

The successful bidder shall procure and maintain the following insurance:

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

## 6. Availability of Funds

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

## 7. Emergencies

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



contacted by 7:00 a.m. on the day of delivery or in time to "hold" or "recall" delivery if mutually agreed upon between the parties to this contract.

- c. Adjustments for emergency situations affecting the contractor's ability to deliver meals, or sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and sponsor.
- d. In event of contractor's default with respect to a particular delivery or in other cases of nonperformance or noncompliance, sponsor reserves right to secure meals from an alternate source. Contractor shall be liable to sponsor for all costs incurred in securing such replacement meals.

## **8. Termination**

- a. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediately corrective action, the sponsor shall have the right, upon written notice, of the immediate termination of the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the sponsor. The sponsor shall process reprourement action on a competitive basis to arrive at a fair and reasonable price.
- b. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.
- c. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- d. The rights and remedies of the sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. This contract is expressly made contingent upon adequate funding from federal, state and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have the

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

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

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

## 9. Subcontracts and Assignments

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

## V. General Provisions

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

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

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

**Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List

System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

Revised: MAS/JDB 5/2016

#### **USDA Nondiscrimination Statement**

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

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

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

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

(2) Fax: (202) 690-7442

(3) EMail: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

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

**SCHEDULE A**

**2018 CHILD AND ADULT CARE FOOD PROGRAM**

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

## Schedule B:

# Old and New Child and Adult Meal Patterns



### Breakfast Meal Patterns

	Ages 1-5		Ages 6-11		Ages 12-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup	1 cup	1 cup
Vegetables, fruit, or both	½ cup	¾ cup	½ cup	¾ cup	½ cup	¾ cup	½ cup	¾ cup
Grains	½ serving	¾ oz eq*	½ serving	¾ oz eq*	1 serving	1 oz eq*	2 servings	2 oz eq*

\*Meat and meat alternates may be used to substitute the entire grains component a maximum of three times per week.

Oz eq = ounce equivalents

### Lunch and Supper Meal Patterns

	Ages 1-5		Ages 6-11		Ages 12-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup	1 cup	1 cup*
Meat and meat alternates	1 oz	1 oz	1 ½ oz	1 ½ oz	2 oz	2 oz	2 oz	2 oz
Vegetables	½ cup	¾ cup	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup
Fruit	½ cup	¾ cup	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup
Grains	½ serving	¾ oz eq	½ serving	¾ oz eq	1 serving	1 oz eq	2 servings	2 oz eq

\*A serving of milk is not required at supper meals for adults

Oz eq = ounce equivalents

### Snack Meal Pattern

	Ages 1-5		Ages 6-11		Ages 12-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup	1 cup	1 cup
Meat and meat alternates	½ oz	½ oz	½ oz	½ oz	1 oz	1 oz	1 oz	1 oz
Vegetables	½ cup	¾ cup	½ cup	¾ cup	¾ cup	1 cup	½ cup	¾ cup
Fruit	½ cup	¾ cup	½ cup	¾ cup	¾ cup	1 cup	½ cup	¾ cup
Grains	½ serving	¾ oz eq	½ serving	¾ oz eq	1 serving	1 oz eq	1 serving	1 oz eq

Select 2 of the 5 components for snack.

Oz eq = ounce equivalents

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

## Schedule B:

### Old and New Infant Meal

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

\*Required when infant is developmentally ready.

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

April 22, 2016



## SCHEDULE C

### 2018 CHILD AND ADULT CARE FOOD PROGRAM

#### PROPOSED EVENING FEEDING PROGRAM 2018-2019

DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
<b>FISH NUGGETS</b> on wheat bread <ul style="list-style-type: none"> <li>• Strawberry Applesauce</li> <li>• Baby Carrots</li> <li>• Fat Free Ranch Dressing</li> <li>• Milk*</li> </ul>	<b>MEATLOAF w/ tomato sauce</b> <ul style="list-style-type: none"> <li>• Mashed Potatoes</li> <li>• Peach Cup</li> <li>• Wheat Bread</li> <li>• Margarine</li> <li>• Milk*</li> </ul>	<b>CHICKEN TENDERS</b> (whole grain) w/ potato wedges <ul style="list-style-type: none"> <li>• Mixed Fruit Cup</li> <li>• BBQ Sauce</li> <li>• Ketchup</li> <li>• Graham Crackers</li> <li>• Milk*</li> </ul>	<b>WHOLE GRAIN WAFFLES</b> <b>W/TURKEY SAUSAGE</b> <ul style="list-style-type: none"> <li>• Potato Rounds</li> <li>• Diced Pears</li> <li>• Strawberry Yogurt</li> <li>• Syrup, Margarine, Ketchup</li> <li>• Milk*</li> </ul>	<b>CRISPY CHICKEN FILLET</b> <ul style="list-style-type: none"> <li>• Potato Rounds</li> <li>• Wheat Bread</li> <li>• Fresh Orange</li> <li>• Margarine</li> <li>• BBQ Sauce / Ketchup</li> <li>• Milk*</li> </ul>
<b>TOASTED CHEESE</b> (low fat) on wheat bread <ul style="list-style-type: none"> <li>• French Fries</li> <li>• Cinnamon Apples</li> <li>• Ketchup</li> <li>• Milk*</li> </ul>	<b>FISH STICKS w/ potato rounds</b> <ul style="list-style-type: none"> <li>• Fresh Pear</li> <li>• Wheat Bread</li> <li>• Tartar sauce</li> <li>• Ketchup</li> <li>• Margarine</li> <li>• Milk*</li> </ul>	<b>SALISBURY STEAK</b> w/gravy <ul style="list-style-type: none"> <li>• Whole Kernel Corn</li> <li>• Mixed Fruit Cup</li> <li>• Wheat Bread</li> <li>• Margarine</li> <li>• Milk*</li> </ul>	<b>TURKEY HAM &amp; CHEESE</b> <b>WHEAT PANINI BREAD</b> <ul style="list-style-type: none"> <li>• Baby Carrots</li> <li>• Fat Free Ranch Dressing</li> <li>• Mixed Fruit Cup</li> <li>• Milk*</li> </ul>	<b>MEATBALLS w/TOMATO SAUCE</b> <ul style="list-style-type: none"> <li>• Garden Vegetables</li> <li>• Fresh Orange</li> <li>• Hot Dog Bun (wholegrain)</li> <li>• Milk</li> </ul>
<b>FISH NUGGETS</b> on wheat bread <ul style="list-style-type: none"> <li>• Strawberry Applesauce</li> <li>• Baby Carrots</li> <li>• Fat Free Ranch Dressing</li> <li>• Milk*</li> </ul>	<b>MEATLOAF w/tomato sauce</b> <ul style="list-style-type: none"> <li>• Mashed Potatoes</li> <li>• Peach Cup</li> <li>• Wheat Bread</li> <li>• Margarine</li> <li>• Milk*</li> </ul>	<b>CHICKEN TENDERS</b> (whole grain) w/ potato wedges <ul style="list-style-type: none"> <li>• Mixed Fruit Cup</li> <li>• BBQ Sauce</li> <li>• Ketchup</li> <li>• Graham Crackers</li> <li>• Milk*</li> </ul>	<b>WHOLE GRAIN WAFFLES</b> <b>W/TURKEY SAUSAGE</b> <ul style="list-style-type: none"> <li>• Potato Rounds</li> <li>• Diced Pears</li> <li>• Strawberry Yogurt</li> <li>• Syrup, Margarine, Ketchup</li> <li>• Milk*</li> </ul>	<b>CRISPY CHICKEN FILLET</b> <ul style="list-style-type: none"> <li>• Potato Rounds</li> <li>• Wheat Bread</li> <li>• Fresh Orange</li> <li>• Margarine</li> <li>• BBQ Sauce / Ketchup</li> <li>• Milk*</li> </ul>
<b>TOASTED CHEESE</b> (low fat) on wheat bread <ul style="list-style-type: none"> <li>• French Fries</li> <li>• Cinnamon Apples</li> <li>• Ketchup</li> <li>• Milk*</li> </ul>	<b>FISH STICKS w/ potato rounds</b> <ul style="list-style-type: none"> <li>• Fresh Pear</li> <li>• Wheat Bread</li> <li>• Tartar sauce</li> <li>• Ketchup</li> <li>• Margarine</li> <li>• Milk*</li> </ul>	<b>SALISBURY STEAK</b> w/gravy <ul style="list-style-type: none"> <li>• Whole Kernel Corn</li> <li>• Mixed Fruit Cup</li> <li>• Wheat Bread</li> <li>• Margarine</li> <li>• Milk*</li> </ul>	<b>TURKEY HAM &amp; CHEESE</b> <b>PANINI BREAD</b> <ul style="list-style-type: none"> <li>• Baby Carrots</li> <li>• Fat Free Ranch Dressing</li> <li>• Mixed Fruit Cup</li> <li>• Milk*</li> </ul>	<b>MEATBALLS w/TOMATO SAUCE</b> <ul style="list-style-type: none"> <li>• Garden Vegetables</li> <li>• Fresh Orange</li> <li>• Hot Dog Bun (wholegrain)</li> <li>• Milk*</li> </ul>

New meal pattern requires 1/2 cup vegetables, 1/4 cup fruit for lunch/supper.  
 \* All milk served in the evening feeding program is lowfat.

# SCHEDULE C

## City of Wilmington

### Snack Menu

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

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

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

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

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

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

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

**Bread/Bread Alternate and Cereal  
Specifications**

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

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

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

Cornflakes: Individual boxes, 3/4 cup each. Made from cooked paste or pearled hominy, malt, sugar, and other seasonings. Select unsweetened cereal, made from whole-grain or enriched cereal.

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

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

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

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

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

iron. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, Code of Federal Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

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

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

Hamburger Buns (Sesame Seed Buns): Rolls are made from the specific yeast dough of the breads described on page 31. Optional ingredients may be added. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in the Federal Code of Regulations, Title 21, Part 17. Weighs 40 grams or 1.4 ounces containing approximately 35 percent moisture.

Hard Rolls and Dinner Rolls (Soft): Must be made of whole-grain or enriched flour or meal. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in the Code of Federal Regulations, Title 21, Part 17. Should have a minimum weight of 40 grams or 1.4 ounces and contain approximately 35 percent moisture.

#### Fruit/Vegetable Specifications

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

Orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation.

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

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

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

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

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

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

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

Nectarine: 2 to 2 1/8 inches in diameter. One nectarine equals 1/2 cup serving (medium).

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

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

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

Orange: One orange equals 1/2 cup serving (medium). Heavy, firm, well-colored, well-formed fruit with fine textured skins.

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

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

Apricots: Two apricots equal 1/2 cup serving.

Select apricots having a bright, plump and juicy appearance with a uniform golden-orange color. Ripe apricots

will yield to gentle pressure.

Raisins: Seedless, U.S. Grade A, small. Bulk 2 2/3 ounces = 1/2 cup, individual packages, 1 1/2 ounce = 1/4 cup fruit.

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

Tomato Slices: 6 x 7 size. Slice in 1/4 inch slices. Two slices = 1/4 cup.

Tomato Wedges: 5 x 6 size. 1/4 tomato = 1/4 cup.

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

Lettuce. Head: One piece = 1/4 cup. Lettuce. Leaf: One large leaf = 1/4 cup. Green color, fairly firm. Fresh outer leaves free from insects and noticeable discoloration or decay.

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

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

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

Banana, petite: One banana equals 1/2 cup serving. Each banana approximately 1/4 lb.

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

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

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

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

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

Peach: 2 1/8 inches diameter. One peach equals 1/2 cup (medium).

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

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

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

Apple: 2 1/2 inches diameter. One apple equals 1/2 cup (medium).

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

Tangerine: 2 3/8 inches in diameter. One tangerine equals 1/2 cup (medium).

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

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

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

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

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

Watermelon: Approximately 27 lbs. each. 1164 wedge = 1/2 cup.

### Meat/Meat Alternate Specifications

#### **I. Meat Alternates**

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

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

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

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

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

## 2. Poultry Items

Fried Chicken: 2 ounces (edible) cooked meat equals one serving. Cooked, frozen U.S. Grade A (Holly Farms or equals), the batter/breading shall consist of a flour type base with other ingredients as needed to produce a desirable texture, flavor, and color. The finished product should be uniformly covered with batter and breading and have a uniform brown color, free from burnt areas. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.166. Product shall be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs).

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

Turkey Roll: 1 1/2 ounces equals 1 ounce cooked lean meat. (Specification based on USDA purchased turkey rolls donated to schools or equal quantity). Form -- fully cooked. Grade -- process from U.S. Grade II or better quality. Processing -- turkey rolls purchased fresh or frozen should be processed in their entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.159.

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

## 3. Meat Items

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

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

Beef Bologna: Oscar Mayer brand or equal. Bologna is a smoked fully cooked sausage. The meat components consist of beef very finely comminuted and stuffed in artificial or natural casings. The interior out surface is smooth, fine-textured, light pink in background color, and

finely mottled with evenly distributed light to dark red flecks. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

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

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

#### **4. Fish Items**

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

#### **Specifications (Other Products)**

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

Butter: U.S.D.A. Grade A or better. Salted or Unsalted.

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

Yogurt: Plain, sweetened or flavored.

Jelly: Fruit portion packs minimum 1/2 ounce -- Kraft brand or equal. Products must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 29.2.

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



## CHILD AND ADULT CARE FOOD PROGRAM

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

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

### SCOPE OF SERVICES:

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

<b>Beginning Date*</b>	<b>Ending Date*</b>
October 1, 2018	September 30, 2019

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

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

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

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

WHEREAS the facilities of the (Institution) \_\_\_\_\_  
 are not adequate for preparing and serving meals to participants, while the facilities of the (Food Vendor)  
 \_\_\_\_\_  
 are adequate to serve meals to participants from the institution; the (Vendor) \_\_\_\_\_  
 \_\_\_\_\_ (name) agrees to supply meals (inclusive/exclusive) of milk to (Institution)

in the approximate quantities and at the rates listed herein:

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

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

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

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

Scope of Services:

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

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

D. (List other Services required). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Institution shall insert contract commencement date and expiration date.

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

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

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

\_\_\_\_\_  
OFFICIAL

\_\_\_\_\_  
FACILITY OFFICIAL

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

PLEASE ATTACH SAMPLE MENUS FOR EACH MEAL TYPE

**CHILD AND ADULT CARE FOOD PROGRAM**

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

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

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

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

**PLEASE ATTACH SAMPLE MENUS FOR EACH MEAL TYPE**

**CHILD AND ADULT CARE FOOD PROGRAM**

  
**BETWEEN**  
**FOOD VENDORS AND PARTICIPATING CACFP CENTERS/SPONSORS**

**AGREEMENT TO FURNISH MEAL SERVICE**

This Agreement is made and entered into by and between:

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

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

NAME, ADDRESS AND PHONE NUMBER OF CACFP CENTER/SPONSOR

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

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

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

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

PROPOSAL FORM

DATE: 10/2/2018

CONTRACT: 19023PR

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

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

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

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

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

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

- List of Equipment:
- ~~1. Convection Ovens~~
  - ~~2. Carts~~
  - ~~3. Racks~~
  - ~~4. Freezer~~
  - Adequate Refrigeration Units : REVOLUTION FOODS WILL PROVIDE ONE WALK-IN REFRIGERATOR AT THE CENTRAL DROP LOCATION

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

PER: JOYCE HUANG   
Name (Typed or Printed)

TITLE: DIRECTOR CONTRACTS

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

PHONE: 510-545-4196

FAX: N/A

FEDERAL I.D.: 14-1955846

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

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

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

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

As added to the following sections:

**Section III – Scope of Services – 5. Pricing**

➤ **Pricing Assumptions**

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

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

➤ **Economic Price Adjustment and Price Negotiation**

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

As added to the following sections:

**Section III – Scope of Services – 7. Meal Orders**

➤ **Meal Ordering and Meal Components**

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

➤ **Holidays**

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

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

**As added to the following sections:**

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

➤ **Monthly Menu Planning**

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

**As added to the following sections:**

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

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



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

As added to the following sections:

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

➤ **Delivery of Meals**

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

As added to the following sections:

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

➤ **Licenses and Permits**

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

As added to the following sections:

**Section IV – General Conditions – 2. Record Keeping**

➤ **Records and Audit**

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

As added to the following sections:

**Section IV – General Conditions – 3. Method of Payment**

➤ **Payment Terms**

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

**As added to the following sections:**

**Section IV – General Conditions – 8. Termination**

➤ **Termination**

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

**As added to the following sections:**

**Section IV – General Conditions – 9. Subcontracts and Assignments**

➤ **Assignment**

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

**As added to the following sections:**

**Section V – General Provisions**

➤ **Confidentiality and Rights In Data**

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

➤ **Indemnity**

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

➤ **Limitation of Liability**

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

➤ **Force Majeure**

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

➤ **Severability**

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

➤ **Survival of Certain Terms**

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

➤ **Modification and Amendment**

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

➤ **Cooperation of the Parties**

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

➤ **Choice of Law**

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

➤ **Section Headings**

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

As added:

Schedule D – Fees

➤ **Equipment**

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

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

➤ **Fees**

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

1. **Calendar Management**

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

2. **New Order Placement after Deadline**

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

3. **Order Increase**

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

4. **Order Cancellation or Decrease**

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

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

5. **Convenience Fee**

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

6. **Supplies**

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

7. **Inclement Situations**

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

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

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

ANTI-COLLUSION AFFIDAVIT

STATE OF California )

COUNTY OF Alameda )

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

*Joyce Huang*

Signed

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

Notary Public (or Clerk or Judge)

*Jennifer Elizabeth Herman*

JENNIFER ELIZABETH HERMAN

My commission expires 07/07/2019

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



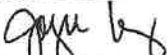
## CERTIFICATION REGARDING LOBBYING

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

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

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

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

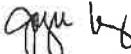
NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
REVOLUTION FOODS, INC.	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
JOYCE HUANG	
SIGNATURE	DATE
	10/2/2018

**NOT APPLICABLE**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB  
0348-0046

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial offering b. material change  For Material Change Only: Year Quarter Date of last report
4. Name and Address of Reporting Entity:  Prime Subawardee Tier, if known:  Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:  Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description:  CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):  (Attach continuation sheet(s) if necessary)	b. Individuals Performing Services (incl. Address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify:	
12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature value	14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:  (Attach continuation sheet(s) if necessary)	
15. Continuation Sheet(s) attached: Yes No		
16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: JOYCE HUANG Title: DIRECTOR CONTRACTS Telephone No: 510-545-4196 Date: 10/2/2018	
Federal Use Only:		Authorized for Local Reproduction of: Standard Form - LLL

# City of Wilmington

KEVIN F. KELLEY, SR.  
DIRECTOR  
PARKS AND RECREATION



WAYNE B. JEFFERSON  
DEPUTY DIRECTOR  
PARKS AND RECREATION

MICHAEL S. PURZYCKI  
Mayor

## MEMORANDUM

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

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

**DATE:** October 8<sup>th</sup>, 2018

**RE:** CONTRACT 19023PR Revolution Foods Inc.

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

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

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

## CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 19023PR is on this 8th of October 2018 awarded to Revolution Foods Inc. in the amount of \$664,661.25 as per Proposal dated 10/2/18 and that this award is made in compliance with Wilm. Code (Charter), Section 8-200, to wit:

1. Plans and specifications for the work, supplies, or materials were filed with the Department of Finance, Division of Procurement and Records for public inspection on 9/11/18.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 9/11/18 & 9/18/18 stated that bids would be opened at 3:00 p.m. on 10/2/18
3. All sealed bids received were publicly opened in the office of the Department of Finance, Division of Procurement and Records in the presence of the City Auditor and Department not represented desiring to make the purchase at 3:00 p.m. on 10/2/18. Other persons present at the opening of the bids were: Tina Austin, Phil Ceresini & Toni Cleaver
4. Bids were submitted by the following contractors in the following amounts:

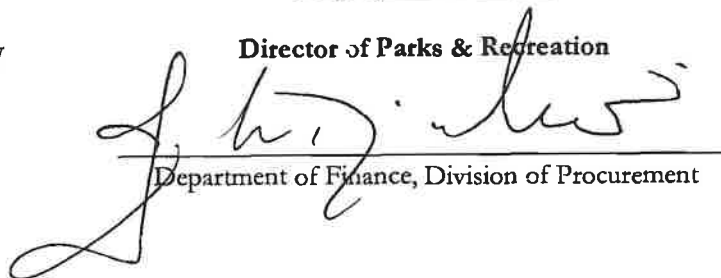
<b>Contractor</b>	<b>Address</b>	<b>Date of Bid</b>	<b>Amount</b>
Revolution Foods	Oakland, CA	10/2/18	\$664,661.25
Preferred Meals	Moosic, PA	10/2/18	\$664,661.25

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

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

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

<u>Author</u>	<u>Employment Position</u>	<u>Date</u>
Kevin Kelley	Director of Parks & Recreation	10/8/18

  
\_\_\_\_\_  
Department of Finance, Division of Procurement

**REVOLUTION FOODS, INC.**

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

June 16, 2006

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

***Ratification of Actions of Incorporator***

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

***Minute Book***

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

***Size of Board***

**RESOLVED:** That the Board will consist of three members.

***Appointment of Officers***

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

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

*Authority of Officers*

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

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

Dated: June 16, 2006



Kristin Groos Richmond


Kiraten Tobey

William Rosenzweig

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

Dated: June 16, 2006

  
\_\_\_\_\_  
Kristin Groos Richmond

  
\_\_\_\_\_  
Kirsten Tobey

\_\_\_\_\_  
William Rosenzweig



06/16/06  
10:00 AM

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

Dated: June 16, 2006

\_\_\_\_\_  
Kristin Groos Richmond

\_\_\_\_\_  
Kirsten Tobey

  
\_\_\_\_\_  
William Rosenzweig

# Delaware

PAGE 1

*The First State*

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

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

4173700 8100

060585498



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 4836183

DATE: 06-19-06

Client#: 443052

REVOLFOODS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

PRODUCER: Marsh & McLennan Agency LLC... CONTACT NAME: Felicia McAroy... INSURER(S) AFFORDING COVERAGE: Travelers Prop Casualty Co of America, Aspen American Insurance Company, Redwood Fire and Casualty Insurance Co, Berkshire Hathaway Homestate Ins Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Auto Deductibles.

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

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

INSURED: Revolution Foods, Inc.

POLICY#: 6307J044339

POLICY PERIOD: 08/01/2018

TO: 08/01/2019

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR COMMERCIAL INDUSTRIES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>A. Broadened Named Insured</li><li>B. Blanket Additional Insured – Broad Form Vendors</li><li>C. Damage To Premises Rented To You<ul style="list-style-type: none"><li>• Perils of fire, explosion, lightning, smoke, water</li><li>• Limit increased to \$300,000</li></ul></li><li>D. Blanket Waiver Of Subrogation</li><li>E. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</li><li>F. Blanket Additional Insured – Lessors Of Leased Equipment</li><li>G. Incidental Medical Malpractice</li><li>H. Personal Injury – Assumed By Contract</li><li>I. Amended Bodily Injury Definition</li></ul> | <ul style="list-style-type: none"><li>J. Bodily Injury To Co-Employees And Co-Volunteer Workers</li><li>K. Aircraft Chartered With Crew</li><li>L. Non-Owned Watercraft – Increased From 25 Feet To 50 Feet</li><li>M. Increased Supplementary Payments<ul style="list-style-type: none"><li>• Cost of bail bonds increased to \$2,500</li><li>• Loss of earnings increased to \$500 per day</li></ul></li><li>N. Medical Payments - Increased Limit</li><li>O. Knowledge And Notice Of Occurrence Or Offense</li><li>P. Unintentional Omission</li><li>Q. Reasonable Force – Bodily Injury Or Property Damage</li></ul> |
|--|--|

### **PROVISIONS**

#### **A. BROADENED NAMED INSURED**

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

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

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

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

#### **B. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

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

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

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

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

## COMMERCIAL GENERAL LIABILITY

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

Coverage under this provision does not apply to:

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

### C. DAMAGE TO PREMISES RENTED TO YOU

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

### JURY AND PROPERTY DAMAGE LIABILITY:

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

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

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

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

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

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

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

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

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

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

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

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

is not an "insured contract";

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

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

**D. BLANKET WAIVER OF SUBROGATION**

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

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

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

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

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

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

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

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

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

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

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

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

**F. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

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

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

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

## COMMERCIAL GENERAL LIABILITY

signed and executed that contract or agreement; and

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

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

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

### G. INCIDENTAL MEDICAL MALPRACTICE

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

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

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

"Incidental medical services" means:

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

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

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

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

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

#### Sale Of Pharmaceuticals

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

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

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

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

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

### H. PERSONAL INJURY – ASSUMED BY CONTRACT

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

**e. Contractual Liability**

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

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
  - (2) Liability for damages because of "personal injury" assumed in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
    - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
    - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
2. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:
- Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.
3. The following replaces Paragraph 2.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:
- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of

the insured and the interests of the indemnitee;

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

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

**I. AMENDED BODILY INJURY DEFINITION**

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

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

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

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

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

**K. AIRCRAFT CHARTERED WITH CREW**

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

This exclusion does not apply to an aircraft that is:

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

**L. NON-OWNED WATERCRAFT**

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



## COMMERCIAL GENERAL LIABILITY

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

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

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

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

### M. INCREASED SUPPLEMENTARY PAYMENTS

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

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

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

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

### N. MEDICAL PAYMENTS – INCREASED LIMIT

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

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

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

### O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

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

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

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

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

- (a) Any individual who is:

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

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

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

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

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

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

**P. UNINTENTIONAL OMISSION**

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

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

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

**Q. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

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

**a. Expected or Intended Injury or Damage**

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

LICENSE NO. 2012603713 DORSL

STATE OF DELAWARE

VALID

POST CONSPICUOUSLY

DIVISION OF REVENUE

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

DLN: 16 60623 95

BUSINESS CODE 373  
GROUP CODE 377

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

DATE ISSUED: 03/21/16

\*\*VALIDATED\*\*

2018

LICENSE FEE: \$ 225.00

MAILING ADDRESS

BUSINESS LICENSE

BUSINESS LOCATION

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



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

IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION  
OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE  
APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE.

PATRICK T. CARTER

DIRECTOR OF REVENUE

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

Federal E.I. No. or  
Social Security Number 1 14195 5846 001

Business Code 373  
Group Code 377

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

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

REPLACEMENT LICENSES

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

OTHER IMPORTANT INFORMATION

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

INTERNET SITE

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



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

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

0731337

**LICENSE / PERMIT**

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

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

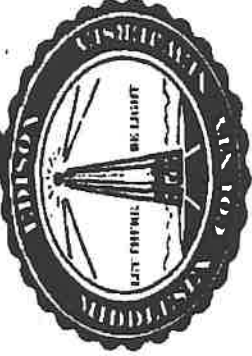
REVOLUTION FOODS, INC  
REVOLUTION FOODS  
8393 CAPWELL DR  
OAKLAND, CA 94621-

**LICENSE/PERMIT:** 0014995

**DATE ISSUED:** 04/10/2018

**EXPIRES ON:** 04/30/2019

*Establishment Copy*



License #: \_\_\_\_\_

TOWNSHIP OF EDISON

DIVISION OF HEALTH

# SANITARY INSPECTION REPORT

REVOLUTION FOODS

50-60 PARKWAY PLACE

Name of Establishment

Address

## SATISFACTORY

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

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

LESTER H. JONES A-538	Name of Inspecting Official MARC TARAZEVITS REHS	Inspection Date : 4/9/2018
HEALTH OFFICER	Signature of Inspecting Official <i>Marc Tarazevits</i> Callaway Phone 6-2367	Permanent Reg. No B-2187

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

FORM OF BOND

Know All Men By These Presents, That We, \_\_\_\_\_

Revolution Foods INC

8393 Capwell Drive Ste 200 Oakland, CA 94621

as principal, and \_\_\_\_\_

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

as Surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the City of Wilmington, a municipal corporation of the State of Delaware, (hereinafter sometimes referred to as the Obligee), in the amount of **Six Hundred Sixty-Four Thousand, Six Hundred and Sixty-One Dollars and 25/100 (\$664,661.25)** to be paid to the said obligee, the City of Wilmington, for which payment, well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors administrators, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals.

Dated the 30th day of October, 2018

Now, the condition of this obligation is such, that if the above bounded Principal who has been awarded by the Department of Finance, Division of Procurement and Records, a certain contract designated by the parties thereto as **19023PR "CACFP at Risk Child and Adult Care Food Program"** dated 26th day of October 2018, shall well and truly keep, do and perform, each and every, all and singular the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, including the payment in full to all and every person furnishing material or performing labor or service or any of them in and about the construction of said contract and the performance of said contract, all and every sum or sums of money due him, them or any of them, for all such labor, services and/or materials, and shall make good and reimburse the above named The City of Wilmington, a municipal corporation, sufficient funds to pay the cost of completing the contract which the obligee may sustain by reason of any failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

Any forbearance on the part of either the obligee or the Principal to the other, shall not in any way release the Principal and/or Surety or either of them, their heirs, executors, administrators, successors, or assign, for liability hereunder, notice to the Surety of any forbearance, being hereby expressly waived.

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

Signed, sealed and delivered  
in the presence of:

See attached  
Witness

**Revolution Foods Inc.,**

By: 

KRISTIN RICHMOND

Name Typed or Printed

Platte River Insurance Company

Surety Company

By: 

Attorney-In-Fact (Seal)

Leona Evangelista

Address:

Three Embarcadero Center, Suite 600  
San Francisco, CA 94111

Telephone:

(415) 588-4185

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

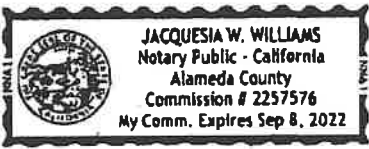
State of California

County of Alameda }

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

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

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of San Francisco )

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

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

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

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

WITNESS my hand and official seal.



Signature D. B. Diaz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Document Date:

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

Capacity(ies) Claimed by Signer(s)

Signer's Name:

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

Signer is Representing:

Signer's Name:

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

Signer is Representing:

PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41396892

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

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

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

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

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

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

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

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

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

Attest:

*John E. Rzepinski*

John E. Rzepinski  
Vice President, Treasurer & CFO

*Suzanne M. Broadbent*

Suzanne M. Broadbent  
Assistant Secretary

STATE OF WISCONSIN } s.s.  
COUNTY OF DANE



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*

Stephen J. Sills  
CEO & President

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



*David J. Regele*

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

STATE OF WISCONSIN } s.s.  
COUNTY OF DANE

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

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



*Antonio Celii*

Antonio Celii  
General Counsel, Vice President & Secretary

----- CONTRACT-----

THIS AGREEMENT, made the 30<sup>th</sup> day of October in the year Two Thousand Eighteen and between the City of Wilmington, a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the Owner), and Revolution Foods Inc., party of the second part (hereinafter designated the Contractors)

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

Article 1. The Contractor shall and will furnish and deliver per specifications, on contract 19023PR "CACFP at Risk Child and Adult Care Food Program" for the Parks & Recreation Department in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date 9/11/18 & 9/18/18 and specifications identified as Contract No. 19023PR and by the signatures of the parties hereto, are, together with the said Advertisement for Bids, Instructions to Bidders, Forms of Proposal, and/or other documents pertinent thereto, hereby acknowledge and incorporated into these presents and are to be taken as a part of this Contract.

Article 2. It is understood and agreed by and between the parties hereto that the amount of this Contract is in the amount of Six Hundred Sixty-Four Thousand, Six Hundred and Sixty-One--  
-----Dollars and 25/100 ( \$664,661.25) as per Proposal dated 10/2/18 to the Department of Finance, Division of Procurement and Records.

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

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

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

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

Signed, Sealed and delivered  
in the presence of:

See attached

Witness

Ashley

THE CITY OF WILMINGTON

By: [Signature]  
Michael S. Purzycki, Mayor

ATTEST:

Maribel Seijo  
City Clerk

Revolution Foods, Inc

SEE ATTACHED.

Witness

By: [Signature]  
President (Seal)

ATTEST:

[Signature]  
Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California

County of Alameda

On October 26, 2018 before me, Jacquiesia W. Williams Notary Public

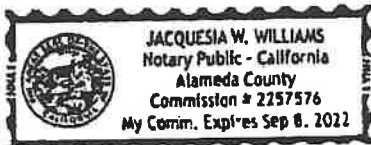
Date

Here Insert Name and Title of the Officer

personally appeared Kevin Cross Richmond

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

*[Handwritten Signature]*

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Partner –  Limited  General

Individual  Attorney In Fact

Individual  Attorney In Fact

Trustee  Guardian of Conservator

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_