

**VIRTUAL REGULAR MEETING OF WILMINGTON CITY COUNCIL
FEBRUARY 4, 2021 @ 6:30 P.M. – REVISED***

AGENDA

I. Call to Order

**Prayer
Pledge of Allegiance
Roll Call**

II. Approval of Minutes

III. Committee Reports

IV. Acceptance of Treasurer’s Report

V. Non-Legislative Business

All Council	Sympathy Josphe S. Czerwinski
All Council	Retirement Kevin F. Kelley, Sr., Parks & Recreation Director*
Darby	Sympathy Resolution Nahshon Archie-Eatmon
Harlee	Sympathy Robert Minor
Harlee	Recognition for the First African American Females Elected to Government Office
McCoy	Sympathy Patricia R. Rideout
Oliver	Sympathy Robert Poynter
Oliver	Sympathy Thomas J. Smith
Spadola	Recognition for Pastor Sandra Ben of Safe United Neighborhoods (S.U.N.)
Walsh	Sympathy Edward T. Mort, Jr.
Walsh	Sympathy Michael Degnars, Sr.
Walsh	Recognition for Detective Joseph Wicks, Delaware Crime Stoppers Law Enforcement Officer of the Year Award

VI. Public Comment

VII. Legislative Business

MCCOY

#0012 An Ordinance to Authorize and Approve Contract 21023PR Between the City of Wilmington and Food Management Services, Inc. t/a Lintons Food Service Management for the Child and Adult Care Food Program **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council’s review and approval. This Ordinance authorizes the execution of Contract 21023PR - Child and Adult Care Food Program - between the City of Wilmington and Food Management Services, Inc. t/a Lintons Food Service Management for the period of March 1, 2021 through December 31, 2021, at an estimated price of \$756,360.00 based upon the estimated number of meals requested and the price of \$2.40 per individual supper/dinner and \$0.90 per individual snack, with the*

possibility of two additional extensions of one (1) year thereafter with a potential two percent (2%) price increase with each extension.

JOHNSON

#0013

An Ordinance Authorizing the Issuance of the City's General Obligation Bond, Series of 2021-SRF, in Order to Provide the Funds Necessary for Capital Projects of the City of Wilmington, Relating to the City's 15th and Walnut Street Combined Sewer Overflow Separation Project; Providing for the Sale of the 2021 Bond to the Delaware Water Pollution Control Revolving Fund; and Authorizing Other Necessary Action **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance authorizes the issuance of a General Obligation Bond, Series of 2021-SRF, in an amount not to exceed \$1,369,500, which will be sold to the Delaware Water Pollution Control Revolving Fund in order to (i) finance capital projects of the City, specifically, the separation of stormwater runoff from combined sewer overflow (CSO) with respect to two recently built housing projects and one block of Walnut Street, routing runoff through green infrastructure best management practices to capture the initial one to two inches of precipitation through a combination of rain gardens, subsurface trenches, and bioswales, as set forth in the City's capital budget for its Fiscal Year ending June 30, 2016, (ii) pay administrative costs relating to such capital projects, and (iii) pay the costs of issuing the 2021 Bond.*

#0014

An Ordinance to Authorize and Approve an Agreement Between the City of Wilmington and The Lerro Corporation for On-Site Engineering Services for the WITN TV Station **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by City Council for Council's review and approval. This Ordinance authorizes the City to enter into an agreement with The Lerro Corporation for on-site engineering services for the WITN TV station for the period of March 1, 2021 through December 31, 2024 at an estimated price of one thousand two hundred fifty dollars (\$1,250.00) per month.*

#0015

An Ordinance Constituting Amendment No. 2 to the Fiscal Year 2021 Operating Budget (Being An Ordinance to Amend Substitute No. 1 to Ordinance No. 20-016) **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance is the second amendment to the Fiscal Year 2021 Operating Budget Ordinance. It increases the Public Works Department Water/Sewer Fund Materials, Supplies, and Equipment Fiscal Year 2021 account group budget appropriation by \$2,500,000 to pay for increased Class B biosolids*

disposal costs resulting from damage to the sludge dryer at the City's Renewable Energy Biosolids Facility.

CABRERA

#0018*

An Ordinance to Amend Chapter 34 of the City Code to Revise Certain Enforcement Provisions and Provide Civil Fines for Owners of Rental Properties
(1st & 2nd Reading)

Synopsis:

This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance makes the following amendments to Chapter 34 of the City Code:

- 1. changes the enforcement of Chapter 34 with respect to rental properties from criminal enforcement to civil enforcement with civil fines for non-compliance;
 - 1. owner-occupied properties will continue to be subject to criminal enforcement proceedings;**
- 2. provides a \$500 per unit civil fine for failing to obtain a rental license, register rental units or obtain occupancy limitations;*
- 3. removes imprisonment as a potential penalty in criminal enforcement proceedings;*
- 4. provides that fines may be imposed for each week's failure to correct violations rather than a daily fine;*
- 5. changes the general time period for compliance from 45 days to 30 days;*
- 6. revises the effective date for notices;*
- 7. requires notices to be mailed to the owner, operator or occupant's property address and the tax address for the property;*
- 8. extends the time period in which to appeal a violation notice from 10 days to 20 calendar days;*
- 9. provides that the appeal fee shall be refunded if the appeal is successful; and*
- 10. deletes duplicate or inconsistent penalty provisions throughout the chapter.*

WALSH

#0016

A Resolution Approving the Police Department's Grant Application to the State of Delaware Department of Safety and Homeland Security to Support Overtime Costs for Narcotics Investigations

Synopsis:

This Resolution is being presented by the Administration for Council's review and Approval. This Resolution authorizes the Wilmington Police Department's grant application to the State of Delaware Department of Safety and Homeland Security in the total amount of \$30,518.40. The proposed grant funds would be used to support overtime for narcotics investigations conducted by the Police Department's Drug, Organized Crime and Vice Division. No local matching funds are required.

#0017 A Resolution Approving the Police Department's Grant Application to the State of Delaware Department of Safety and Homeland Security to Support the Purchase of Equipment for Members of the 100th Wilmington Police Academy

Synopsis: *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Wilmington Police Department's grant application to the State of Delaware Department of Safety and Homeland Security in the total amount of \$56,281.62. The proposed grant funds would be utilized to purchase Conducted Energy Weapons, commonly known as Tasers, to ensure that each member of the 100th Wilmington Police Academy is equipped with a new Taser to use during Academy training and following graduation. No local matching funds are required.*

VIII. Petitions and Communications

IX. Adjournment

***Note on Revision:** This agenda was revised to add Agenda #0018 and an item under non-legislative business.

Note: In following Governor Carney's Proclamation #17-3292, due to the outbreak of the COVID-19, public meetings are currently being conducted virtually to maintain social distancing and to keep all constituents safe. Members of the public are invited to join the City Council meeting by accessing the meeting as follows:

<https://zoom.us/j/99490401035> or visit the WITN22 website www.witn22.org or WITN YouTube channel at <https://www.youtube.com/user/WITN22Wilmington/> or listen in only by calling one of the following phone numbers (929) 205-6099 or (301) 715-8592. You will be asked for the **Webinar ID**. Please enter **994 9040 1035** and then #.

www.WilmingtonDe.gov or www.WITN22.org

Posted on City Council website www.wilmingtoncitycouncil.com (Revised 2/1/21)

**AN ORDINANCE TO AUTHORIZE AND APPROVE CONTRACT 21023PR
BETWEEN THE CITY OF WILMINGTON AND FOOD MANAGEMENT
SERVICES, INC. T/A LINTONS FOOD SERVICE MANAGEMENT FOR
THE CHILD AND ADULT CARE FOOD PROGRAM**

#0012

Sponsor:

**Council
Member
McCoy**

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 21023PR “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 Food Management Services, Inc. t/a Lintons Food Service Management (the “Contractor”), the lowest responsible bidder; and

WHEREAS, the term of the Contract is for the period from March 1, 2021 through December 31, 2021, at an estimated price of Seven Hundred Fifty-Six Thousand, Three Hundred Sixty Dollars (\$756,360.00) based upon the estimated number of meals requested and the price of \$2.40 per individual supper/dinner and \$0.90 per individual snack, with the possibility of two (2) extensions of one (1) year thereafter with a potential two percent (2%) price increase with each extension, at the option of the City, subject to budget appropriations; and

WHEREAS, the primary purpose of the Contract is to provide food for the Child and Adult Care Food Program, which serves at-risk children and adults; and

WHEREAS, it is the recommendation of the Department of Parks and Recreation that the City enter into the Contract with the Contractor for the period from March 1, 2021

through December 31, 2021, and reserve the right to extend the Contract for two (2) additional periods of one (1) year thereafter, at the option of the City.

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

SECTION 1. Contract 21023PR “Child and Adult Care Food Program” between the City of Wilmington and Food Management Services, Inc. t/a Lintons Food Service Management, a copy of which Contract, in substantial form, is attached hereto as Exhibit “A,” for the period from March 1, 2021 through December 31, 2021, at an estimated price of Seven Hundred Fifty-Six Thousand, Three Hundred Sixty Dollars (\$756,360.00) based upon the estimated number of meals requested and the price of \$2.40 per individual supper/dinner and \$0.90 per individual snack, with the possibility of two (2) extensions of one (1) year thereafter with a potential two percent (2%) price increase with each extension, at the option of the City, is hereby approved, and the Mayor and the City Clerk are hereby authorized to execute as many copies of the Contract, as well as take all additional undertakings related thereto, as may be necessary.

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

First Reading..... February 4, 2021
Second Reading..... February 4, 2021
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of Contract 21023PR “Child and Adult Care Food Program” between the City of Wilmington and Food Management Services, Inc. t/a Lintons Food Service Management for the period from March 1, 2021 through December 31, 2021, at an estimated price of Seven Hundred Fifty-Six Thousand, Three Hundred Sixty Dollars (\$756,360.00) based upon the estimated number of meals requested and the price of \$2.40 per individual supper/dinner and \$0.90 per individual snack, with the possibility of two (2) extensions of one (1) year thereafter with a potential two percent (2%) price increase with each extension, at the option of the City.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract for the period from March 1, 2021 through December 31, 2021, at an estimated price of Seven Hundred Fifty-Six Thousand, Three Hundred Sixty Dollars (\$756,360.00), with the possibility of two (2) additional extensions of one (1) year thereafter with a potential two percent (2%) price increase with each extension, at the option of the City.

W0113191

EXHIBIT A

Ad Number: 0004474895

Run Dates: 11/20/20, 11/27/20

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

21023PR – CHILD AND ADULT CARE FOOD PROGRAM

**Bids Due: Tuesday, December 8, 2020, at 3:00 p.m., to the Procurement
Division 5th Floor, Louis L. Redding City/County Building, 800 French
Street, Wilmington, DE 19801.**

Bid opening: Zoom Meeting, Time: Dec 8, 2020 03:00 PM Eastern Time (US
and Canada)

Link: <https://zoom.us/j/92464404435?pwd=d2xQMTJpdjNGSTR1a21iY2hpdERIUT09>

Meeting ID: 924 6440 4435
Passcode: 7PtUsv

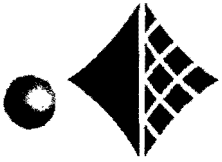
Specifications may be obtained by emailing a request to procurement@wilmingtonde.gov

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

pceresini@WilmingtonDE.gov
www.WilmingtonDE.gov

11/20, 11/27-NJ

0004474895-01



The News Journal
Media Group

A GANNETT COMPANY

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

(302) 324-2500
(800) 235-9100

Mailing Address:
P.O. Box 15505
Wilmington, DE 19850

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

SD CITY WILM PURCHASING DIV
800 N FRENCH ST FL 5

WILMINGTON, DE 19801

DE,

AFFIDAVIT OF PUBLICATION

State of Delaware
New Castle County

Personally appeared **The News Journal**

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

11/20/20, 11/27/20 A.D 2020

Gail Wilczewski
Sworn and subscribed before me, this 27 day of
November, 2020

Melanie C. Altz

Ad Number: 0004474895

Legal notification printed at larger size for affidavit.





Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: SD CITY WILM PURCHASING DIV

Ad No.: 0004474895

Address: 800 N FRENCH ST FL 5
WILMINGTON DE 19801
USA

Pynt Method Invoice

Net Amt: \$320.40

Run Times: 2

No. of Affidavits: 1

Run Dates: 11/20/20, 11/27/20

Text of Ad:

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at the Div. of Procurement & Records, 5th Fl., Louis L. Redding Bldg.,
800 French St., Wilm., DE 19801 for:

21023PR – CHILD AND ADULT CARE FOOD PROGRAM

Bids Due: Tuesday, December 8, 2020, at 3:00 p.m., to the Procurement
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Street, Wilmington, DE 19801.

Bid opening: Zoom Meeting, Time: Dec 8, 2020 03:00 PM Eastern Time (US
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Link: <https://zoom.us/j/92464404435?pwd=d2xQMTJpdjNGSTR1a21iY2hpdERIUT09>

Meeting ID: 924 6440 4435
Passcode: 7PtuSv

Specifications may be obtained by emailing a request to procurement@wilmingtonde.gov

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

pceresini@WilmingtonDE.gov
www.WilmingtonDE.gov

11/20, 11/27-NJ

0004474895-01

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 21023PR – CHILD AND ADULT CARE FOOD PROGRAM** will be publicly opened and read aloud in the 5th Floor Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on **TUESDAY, DECEMBER 8, 2020, 3:00 P.M.**

The building is still closed to the public so the bid opening will be visible as a Zoom Meeting.

Link: <https://zoom.us/j/92464404435?pwd=d2xQMTJpdjNGSTR1a21iY2hpdERIUT09>

Meeting ID: 924 6440 4435

Passcode: 7Ptusv

2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**City Contract 21023PR – CHILD AND ADULT CARE FOOD PROGRAM**" and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.

3. Any bid may be withdrawn prior to the schedule time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) calendar days after the actual opening thereof.

4. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.

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

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

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

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

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

10. The City of Wilmington will assume the following responsibilities:

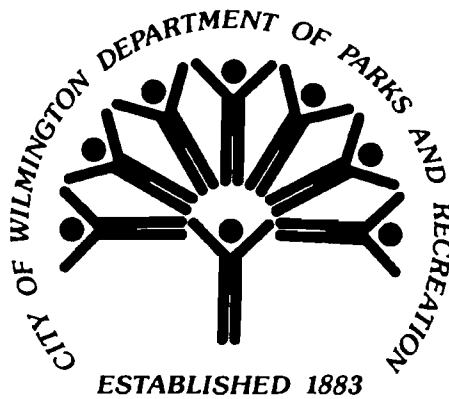
- A. Receive, document the receipt thereof, and serve all foods and beverages to the children.
- B. In addition to site locations herein listed, successful bidder shall be furnished with a proposed time schedule and the names of supervisory personnel assigned at the various sites to receive all items.
- C. Render adequate notice of any anticipated quantity or site changes.

11. Contractor will adhere to the proposed menu and cycle. The proposed menu and cycle may **only** be changed upon mutual agreement by both parties. Such changes shall be approved by the Department of Education as required by USDA Regulatory requirements.
12. Contractor agrees to comply with all Federal and State of Delaware Laws regarding nondiscrimination in employment.
13. Contractor is responsible for the performance of any subcontractor with whom he may arrange for the fulfillment of the contract.
14. Contractor must comply with USDA regulation 225.17 (e) in regard to use of minority vendors as recommended by sponsor.
15. Bidders must have a State of Delaware Division of Public Health Food Establishment Permit valid during the course of program operations. A copy of this permit must accompany the bid proposal in order for the vendors' bid to be considered.
16. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:
 - A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.
 - B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
 - C. Respect employee's voluntary freedom of association.
 - D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.
 - E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
 - F. 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.

CONTRACT 21023PR

**CHILD AND ADULT CARE FOOD PROGRAM
JANUARY 2021 – DECEMBER 2021**

WITH POSSIBLE RENEWAL OPTIONS



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: January 1, 2021 – **December 31, 2021**

Projected Number of Days: 191 days each year

Meals (to be served): Supper/Dinner
Snack

Approximate Number of Meals (per day): 1,200 (plus or minus)
1,200 (plus or minus)

Contacts: Kevin F. Kelley
Director
Department of Parks and Recreation
(302) 576-3811

and/or

Nicole R. Adams
Youth and Families Manager
Department of Parks and Recreation
(302) 576-3844

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. **All bidders must provide sponsor with a sample meal currently on bidder meal plan at the bid program.**

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:	Mr. Phil Ceresini, CPPB
	Address:	800 N. French Street Wilmington, DE 19801
	Email:	procurement@wilmingtonde.gov

****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, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

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

Revised: MAS/JDB 5/2016

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SECTION A

IFB/CHILD AND ADULT CARE FOOD PROGRAM

IFB/ Number 21023 PR CACFP

(Formal Advertising Only)

Bid Opening:

Issued by (Institution):

Date 12-8-20 Time 3:00 pm

Name City of Wilmington, Parks & Recreation

Issued Date _____

Address _____

City, State, Zip Wilmington, DE 19801

Telephone Number (302) 576-3810

Contract Commencement Date: _____

Contract Expiration Date: _____

Total Estimated Amount: _____

Prompt Payment Discount: _____ % for payment within _____ days.

Name of Company Street Address _____

City, State, Zip _____

Telephone Number _____

Signature of Authorized Representative _____

Title _____ Date _____

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.

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

DATE: _____

Attached hereto is a bid bond in the amount of _____
dollars and _____ cents.

We, the undersigned, hereby agree to furnish and deliver, per specifications, the item(s) listed below to the: _____
_____.

Item	Approximate Quantity	# of Days	Description	Unit Price	Price
Dinner	1,200	191	CACFP	\$	\$
Snack	1,200	191	CACFP	\$	\$
			GRAND TOTAL		

Location of Bidders' Preparation Facility: _____

FIRM: _____
Corporation, Partnership, Individual

PER: _____
Name (Typed or Printed)

TITLE: _____

ADDRESS: _____

FAX: _____

FEDERAL I.D. _____

**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 1,200 unitized dinners daily.

Approximately 1,200 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

Contract period will begin on January 1, 2021 (or as soon as possible thereafter) thru December 31, 2021. Program to commence on Monday, January 4, 2021 and to continue every Monday through Friday until Friday, December 31, 2021. Approximate total of 191 days. The time period does not include summer months. Exact program dates will be provided after start of contract and may vary based on need and funding. The city reserves the option to extend this contract for two additional periods of 1 year each. All contract provisions will remain the same. At the City's sole discretion, a price increase of up to 2% may be allowed at each renewal. 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. The successful bidder shall provide a variety of food options within a five-day consecutive time period. The same food shall not be used multiple times in the same week.

GENERAL CONDITIONS

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

Name: **Mr. Phil Ceresini**
Department of Finance
Address: **800 North French Street**
Wilmington, DE 19801
Email: procurement@wilmingtonde.gov

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 dinners to satellite feeding points. These containers are to be Styrofoam trays or equivalent, with lids. Ice and hot dogs, packs are 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 12 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. Bidders may be required to provide sponsor with a sample meal currently on bidder's menu plan if requested by the City. Please do not provide samples with your bid. 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 award 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, hot bags, trays, ice packs, etc.).
6. **Meal quantities** are estimated. They are the best known estimates for requirements during the operating period. The sponsor reserves the right to order more or less than estimated at the beginning of the operating period. Contractor will be paid at the unit price rate for the actual number of meals delivered each day for the program period specified. Sponsor does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approval level of meal service designated by the administering office for each site serving meals provided by the contractor.
7. **Meal Orders:** Sponsors will order meals on Monday of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week, and will include breakdown totals for each site and each type of meal.

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

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

9. **Noncompliance**

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

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

10. **Specifications**

d. **Packaging**

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

1. Processor's name and address (pla
 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, recyclable trays, napkins, single service ware, etc. Sponsors shall insert the types of condiments that are necessary for the meals on Schedule C.
- 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. (ie, hot packs, hot bags, ice packs)
- 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 all 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 dinner 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, sponsor will not.
- 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 procurement action on a competitive basis to arrive at a fair and reasonable price.
- b. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.
- c. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- d. The rights and remedies of the sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. This contract is expressly made contingent upon adequate funding from federal, state and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have the

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

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

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

9. Subcontracts and Assignments

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

V. General Provisions

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

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

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

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

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

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

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

Revised: MAS/JDB 5/2016

USDA Nondiscrimination Statement

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

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

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

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

(2) Fax: (202) 690-7442

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

This institution is an equal opportunity provider.

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

SCHEDULE A

2019-2020 CHILD AND ADULT CARE FOOD PROGRAM

Site Name	Address	City/State	Zip Code	Contact Person
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
Learning Laboratory	2200 Bavnard Boulevard	Wilmington, DE	19802	Erinn Chioma
Little Leaders in Training Academy	1621 North Heald Street	Wilmington, DE	19802	Sheila Boney
Neighborhood House /Extended Hours Program	1218 "B" Street	Wilmington, DE	19801	Cynthia Williams
Our Children's Learning Center, LLC	802 North Orange Street	Wilmington, DE	19801	Evelyn Hicks
Police Athletic League of Wilmington	3707 North Market Street	Wilmington, DE	19802	Alyce Derr
Salvation Army Learning Center	400 North Orange Street	Wilmington, DE	19801	Lee Robinson
Scout Reach After Care @ Stubbs	1100 North Pine Street	Wilmington, DE	19801	Gerchelle Fox
Shabac Enrichment	302 West Matson Run Parkway	Wilmington, DE	19802	Pastor Davis
Shortlidge Academy	100 West 18 th Street	Wilmington, DE	19802	Desiree Faison
The Salvation Army Wilmington/Citadel	401 Shipley Street	Wilmington, DE	19801	Felicia Flora
Tiny Tucks Learning Center	3400 North Market Street	Wilmington, DE	19802	Margaret Minatee
Ujima/Mother African Union Church/Afterschool	812 North Franklin Street	Wilmington, DE	19806	Patricia Butler
Urban Promise – Camp Hope	455 Townsend Street	Wilmington, DE	19801	Joel Orr
Urban Promise – Freedom	2412 Thatcher Street	Wilmington, DE	19802	Kristin Walker
Urban Promise – Saint Josephs/Victory	1012 French Street	Wilmington, DE	19801	Bethany Wolstenholme
Urban Promise After School Program	2401 Thatcher Street	Wilmington, DE	19802	Nichelle Holland
Urban Promise/Camp Amen	1401 "A" Street	Wilmington, DE	19801	Joel Orr
Urban Promise/Camp Harmony/Union Baptist Church	2616 Carter Street	Wilmington, DE	19802	Jacqueline Wolf
Urban Promise/Camp Truth	719 North Shipley Street	Wilmington, DE	19801	Deborah Holcombe
Urban Promise/Haven/Westminster Church	1502 West 13th Street	Wilmington, DE	19806	Vanessa Church
West End Neighborhood House	710 North Lincoln Street	Wilmington, DE	19805	Antwain Flowers
William Hicks Anderson Community Center	501 North Monroe Street	Wilmington, DE	19801	Estella Moody





Schedule B:

Old and New Child and Adult Meal Patterns



Breakfast Meal Patterns

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup	1 cup
Vegetables, fruit, or both	¼ cup	¼ cup	½ cup	½ cup	½ cup	½ cup	½ cup	½ cup
Grains	½ serving	½ oz eq*	½ serving	½ oz eq*	1 serving	1 oz eq*	2 servings	2 oz eq*

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

Lunch and Supper Meal Patterns

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	½ cup	¾ cup	¾ 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	¼ cup	½ cup	½ cup	½ cup	¾ cup	¾ cup	1 cup	¾ cup
Fruit		½ cup		½ cup		¾ cup		½ cup
Grains	½ serving	½ oz eq	½ serving	½ oz eq	1 serving	1 oz eq	2 servings	2 oz eq

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

Snack Meal Pattern

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	½ cup	¾ cup	¾ 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	¼ cup	½ cup	½ cup	½ cup	¾ cup	¾ cup	½ cup	½ cup
Fruit		½ cup		½ cup		¾ cup		½ cup
Grains	½ serving	½ oz eq	½ serving	½ 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 ser

Schedule B:

Old and New Infant Meal

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

*Required when infant is developmentally ready.
All serving sizes are minimum quantities of the food components that are required to be served

SCHEDULE C

October

SUPPER

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			Sandwich Sun butter Jelly Kit (Sliced) (V)-Celery Wrap Turkey Ranch- Carrots Baby Chicken Bites (DF) Corn- Ketchup	Sandwich Chicken Salad (DF)-Carrots Baby Wrap Chicken Honey Mustard-Carrots Baby Pizza Cheese--Carrots Baby
Chicken Taco Trio-Corn Goldfish Cheddar-RF Crackers-String Cheese- Carrots Baby Sandwich Egg Salad (D) Carrots Baby	Sandwich Cheeseburger- Lettuce-Tomato Wrap Veggie SW-Broccoli Sandwich Sun butter Jelly Kit(Sliced)-Celery	Bread sticks-Mozzarella Stuffed-Marinara Sauce Salad Chicken Sesame Wrap Turkey Ranch- Carrots Baby	Pasta Spaghetti Meat balls (DF)-Carrots Coin Salad Taco Veggie Wrap Chicken Sesame (DF) Carrots Baby	Pizza Pepperoni-Broccoli Wrap Chicken Sesame (DF) Carrots Baby Salad Chef Veggie
	Sandwich Cheese (V)- Carrots Baby Wrap Chicken Honey Mustard-Carrots Baby Panada Pie Pizza (V)	Salad Chicken Caesar Taco Dippers Kit (V) Chicken Teriyaki (DF)- Broccoli	Sandwich Egg Salad (DF) (V)-Carrots Baby Salad Chicken Sesame (DF) Pasta Chicken Alfredo- Corn	Salad Chef Veggie (V) Wrap Chicken BBQ (DF)- Salad Hot Dog Pretzel Bun (DF)- Punch
Goldfish Cheddar (V)-RF Crackers-String Cheese- Punch Sandwich Sun butter Jelly Kit(Sliced) (V)-Celery Burrito Beef Bean (DF)- Salsa (New Spec)	Wrap Chicken Sesame (DF)-Carrots Baby Salad Taco Veggie (V) Pasta Zesty All Beef-Cut Corn	Sandwich Mighty Meaty Del: Cornito-Carrots Baby Sandwich Chicken Salad (DF)-Carrots Baby Enchilada Cheese (V)- Corn	Wrap Veggie SW (V)- Broccoli Salad Chicken Caesar Chicken BBQ Shredded Plate Juice	Sandwich Turkey Cheese Original-Broccoli Salad Chicken Sesame (DF) Pasta Spaghetti Meat balls (DF)-Carrots Coin
Goldfish Pretzel (V)-RF Crackers-Sun butter- Celery Sandwich Slider Chicken BBQ-Broccoli Chicken Bites (DF)-Corn- Ketchup	Salad Taco Veggie (V) Scoops Guacamole (V)- Bean Dip-Juice Sandwich Sloppy Joe (DF)-Celery	Sandwich Cheese (V)- Carrots Baby Sandwich Chicken Salad (DF)-Carrots Baby Chicken Ranchero-Queso Frito-Corn	Salad Chicken Garden Ranch Sandwich Egg Salad (DF) (V)-Carrots Baby Burrito Beef Cheese- Salsa	Sandwich Chicken Salad (DF)-Carrots Baby Sandwich Slider Chicken BBQ-Broccoli Chicken BBQ-Cheesy Rice-Greens-Beans

SCHEDULE C

October

SNACK

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1 Honey Wheat Crackers RF-String Cheese Grahams Cinnamon	7 Educational Snacks-String Cheese Pizza Cracker-String Cheese
5 Grahams Honey Educational Snacks	6 Honey Wheat Crackers RF Goldfish Crackers Colors- String Cheese	7 Goldfish Pretzels-String Cheese Grahams Cinnamon	8 Goldfish Crackers Cheddar-String Cheese Sunflower Seeds	9 Goldfish Crackers Colors Honey Wheat Crackers RF-String Cheese
12	13 Educational Snacks-String Cheese Grahams Honey	14 Goldfish Pretzels Honey Wheat Crackers RF-Sun Butter	15 Sunflower Seeds Goldfish Crackers Cheddar-String Cheese	16 Goldfish Crackers Colors- String Cheese Goldfish Pretzels
19 Goldfish Crackers Colors Honey Wheat Crackers RF-String Cheese	20 Goldfish Crackers Cheddar-String Cheese Educational Snacks	21 Educational Snacks-String Cheese Grahams Honey	22 Honey Wheat Crackers RF Goldfish Crackers Colors- String Cheese	23 Goldfish Pretzels-String Cheese Sunflower Seeds
26 Goldfish Pretzels Yogurt	27 Grahams Honey Educational Snacks-String Cheese	28 Goldfish Crackers Colors Goldfish Pretzels-String Cheese	29 Sunflower Seeds Honey Wheat Crackers RF	30 Goldfish Crackers Cheddar-String Cheese String Cheese

**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 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. 1/64 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. Hebrew National 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 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

SAMPLE AGREEMENT BETWEEN FOOD VENDORS AND PARTICIPATING CACFP CENTERS/SPONSORS

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

SCOPE OF SERVICES:

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

Beginning Date*	Ending Date*
January 1, 2020	December 31, 2021

- 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

**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:

<hr/> Name of Vendor Representative <i>(Type or Print)</i>	<hr/> Name of Child Center/Sponsor Representative <i>(Type or Print)</i>
<hr/> Signature of Vendor Representative	<hr/> 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
Wilmington Parks and Recreation Youth and Families Division 500 Wilmington Avenue Wilmington, Delaware 19801

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

NAME, ADDRESS AND PHONE NUMBER OF CACFP CENTER/SPONSOR

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

MEAL TYPE	DAILY QUANTITY	UNIT PRICE	OPERATING DAYS	TOTAL COST
Breakfast				
A.M. Snack				
Lunch				
P.M. Snack	1,200		191	
Supper	1,200		191	

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: _____

CONTRACT: 21023PR

Attached hereto is a bid bond in the amount of _____ dollars and _____ cents.

City of Wilmington Business License Number is _____.

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	1,200	191	Supper/Dinner	\$ _____	\$ _____
2	1,200	191	Snacks	\$ _____	\$ _____
GRAND TOTAL					\$ _____

Location of Bidders' Preparation Facility: _____

- List of Equipment:
1. Convection Ovens
 2. Freezer
 3. Carts
 4. Racks
 5. Adequate Refrigeration Units

FIRM: _____
Corporation, Partnership, Individual

PER: _____
Name (Typed or Printed)

TITLE: _____

ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

FEDERAL I.D.: _____

CONSENT OF SURETY

DATE: _____

TO: _____

Gentlemen:

We, the _____

(Surety Company's Address)

_____ a Surety Company authorized to do business in the State of Delaware, hereby agree that if

(Contractor)

(Address)

is awarded Contract _____. We will write the required Performance and/or Labor and Materials Bond required by Paragraph 6 of the Instructions to Bidders.

Surety Company

BY: _____
Attorney-in-Fact



Table of Contents

A. Cost Proposal

B. Financial Capability

C. Menus

D. Experience & References

E. Organization, Staffing & Administration

F. Physical Plant, Equipment & Delivery Capabilities

G. Sanitation & Safety





Cost Proposal

Lintons Food Service Management has prepared the following cost proposal based upon the experience we have serving programs of similar size and scope as The City of Wilmington Department of Parks & Recreation. Lintons understands the importance of providing a program that provides optimum quality while being fiscally responsible. Each program Lintons serves is unique and our efforts will be personalized to meet The City of Wilmington Department of Parks & Recreation's needs.

In this section:

- Introduction
- Required Documents
- Cost Documentation
- Bid Bond & Consent of Surety



INTRODUCTION

Lintons Food Service Management has:

- The experience and expertise that is needed, with existing meal service center management and our corporate staff, to adjust to the changing needs of The City of Wilmington Department of Parks & Recreation
- The experience with CACFP regulations and menu patterns
- The expertise of delivering daily meals on time and at proper temperatures
- Established vendor relationships, providing all items necessary to meet and/or exceed existing requirements
- Maintained high standards of sanitation through in-house training
- Provided meals and menus that appeal to the cultural food preferences and special diet needs of your participants
- Established relationships with site RD/directors
- An exemplary history of service to institutions in food and foodservice management
- Provided meals meeting and/or exceeding The City of Wilmington Department of Parks & Recreation program requirements



REQUIRED DOCUMENTATION

SECTION A-IFB/CACFP FORM

SECTION A

IFB/CHILD AND ADULT CARE FOOD PROGRAM

IFB/ Number 21023 PR CACFP (Formal Advertising Only)
 Issued by (Institution): Bid Opening:
 Name City of Wilmington, Parks & Recreation Date 12-8-20 Time 3:00 pm
 Address _____ Issued Date 11-19-20
 City, State, Zip Wilmington, DE 19801
 Telephone Number (302) 576-3810

Contract Commencement Date: 1-1-2021
 Contract Expiration Date: 12-31-2021
 Total Estimated Amount: \$756,360.00
 Prompt Payment Discount: _____ % for payment within _____ days.

Name of Company Street Address 10 Sentry Parkway Suite 110
 City, State, Zip Blue Bell, PA 19422
 Telephone Number 610-277-9767

Signature of Authorized Representative *[Signature]*
 Title VP of Operations Date 12/7/2020

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.

PROPOSAL FORM

DATE: 12/8/2020

CONTRACT: 21023PR

Attached hereto is a bid bond in the amount of seven hundred and seventy thousand dollars and zero cents.

City of Wilmington Business License Number is _____.

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	1,200	191	Supper/Dinner	\$ 2.40	\$ 550,080.00 ✓
2	1,200	191	Snacks	\$.90	\$ 206,280.00 ✓
GRAND TOTAL					\$ 756,360.00 ✓

Location of Bidders' Preparation Facility: 1580 Huddel Ave.

Linwood PA 19061

- List of Equipment:
1. Convection Ovens
 2. Freezer
 3. Carts
 4. Racks
 5. Adequate Refrigeration Units

FIRM: Food Management Services TA Lintons Food Service Management Corporation. Partnership, Individual

PER: David Powell
Name (Typed or Printed)

TITLE: Vice President of Operations

ADDRESS: 10 Sentry Parkway, Suite 110 Blue Bell, PA 19422

PHONE: 610-277-9767

FAX: 610-277-9710

EMAIL: dpowell@lintons1.com

FEDERAL I.D.: 23-2169644

DEPARTMENT OF EDUCATION CACFP INVITATION TO BID

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

DATE: 12-7-2020

Attached hereto is a bid bond in the amount of seven hundred and seventy thousand dollars and zero cents.

We, the undersigned, hereby agree to furnish and deliver, per specifications, the item(s) listed below to the: City of Wilmington Parks & Recreation Department

Item	Approximate Quantity	# of Days	Description	Unit Price	Price
Dinner	1,200	191	CACFP	\$ 2.40	\$ 550,080.00
Snack	1,200	191	CACFP	\$.90	\$ 206,280.00
			GRAND TOTAL		\$756,360.00

Location of Bidders' Preparation Facility: 1580 Huddel Ave
Linwood, PA 19061

FIRM: Food Management ServicesTA Lintons Food Service Management
Corporation, Partnership, Individual

PER: David Powell
Name (Typed or Printed)

TITLE: VP Of Operations

ADDRESS: 10 Sentry Parkway, Suite 110 Blue Bell, PA 19422

FAX: 610-277-9710

FEDERAL I.D. 23-2169644

ADDENDUM 1
Contract 21023PR
Child and Adult Care Food Program



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

1. What was the average daily meals and snacks delivered in 2020? **1,100**
2. How many times in 2020 was an alternate site used to deliver meals? **Less than six**
3. When/may we do site visits as required in the General Conditions? **A facility visit can be scheduled upon emailed request to Victoria Fuentescox, vfuentescox@wilmingtonde.gov**
4. Scope of services #7 – do meals need to be broken out by site? **No, the COW personnel break out by site**
5. Will the provider be required to delivery to sites other than the Central Depot? **No** If yes, could you please supply a list of what sites and how many meals at each site?
6. Does sponsor have adequate equipment for storage and heating of product or is successful bidder required to supply the needed equipment? If equipment is needed, could you please supply a list of the needed equipment? **Equipment list can be found in the Scope of Services section of the IFB**
7. Is the hot food required to be delivered hot, or is it going to be re-heated at the sites by the sponsor? **No**. How are special diets handled? **Yes, on occasion a site will notify of allergy i.e., dairy free, and we accommodate upon request**. How many, what types currently or expected, and how is this information communicated to the contractor? **COW communicates directly with the vendor to supply special diet requests which are made on rare occasion, in the last 12 months we had 1 meal requested.**
8. Are invoices to be by site or amount delivered to the Central Depot? **Invoices are emailed to COW by amount on a monthly basis**
9. Will a 100% Performance Bond be required? **Yes**



10. Who is the current vendor? **Revolution Foods**
11. Is this the current bid period? **Yes**
12. What is the current price per meal and snack? **2.39 for dinner; .79 for snack**
13. In regard to your supper menu, will you require a 3-choice menu similar to the one in Schedule C? **Yes, We are requesting at least two options for hot meals and one cold options for dinner menu items**
14. Would you be requesting a sample menu item delivered as part of our response? **No**
15. It states that your delivery window is from 12pm-1pm daily. Is there any flexibility with that window? **Yes, for day ahead meals**
16. Can we request changes for 48 hours rather than 24 hours' notice? **No time does not allow much flexibility in this area. We generally notify as soon as we are informed**
17. Would you be interested in a cold supper kit that would contain 5 suppers at one time for one-time distribution? **Yes, pending USDA waivers for COVID allow, however this would be in conjunction with unitized meals not the exception**

ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 2 December 2020 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801

BID BOND AND CONSENT OF SURETY FORM

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
 Food Management Services, Inc. T/A Lintons
 10 Sentry Parkway East, Suite 110
 Blue Bell, PA 19422

SURETY:

(Name, legal status and principal place of business)
 Aegis Security Insurance Company
 4507 North Front Street, Suite 200
 P.O. Box 3153
 Harrisburg, PA 17110

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
 City of Wilmington
 800 North French Street
 Wilmington, DE 19801

BOND AMOUNT: Ten Percent (10%) of the Bid

PROJECT:

(Name, location or address, and Project number, if any)

Bid for City Contract 21023PR - Child and Adult Care Food Program

Project Number, if any:

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

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


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

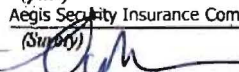
Signed and sealed this 8th day of December 2020


(Witness)

Food Management Services, Inc. T/A Lintons
(Principal)  *(Seal)*

(Title)
 Aegis Security Insurance Company


(Witness)

(Surety)  *(Seal)*

(Title) Lynn M. Wheelock, Attorney-in-Fact



CONSENT OF SURETY

DATE: 12/08/2020

TO: City of Wilmington
800 North French Street
Wilmington, DE 19801

Gentlemen:

We, the Aegis Security Insurance Company
4507 North Front Street, Suite 200, P.O. Box 3153, Harrisburg, PA 17110
(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware, hereby agree that if

Food Management Services, Inc. T/A Lintons

(Contractor)

10 Sentry Parkway East, Suite 110 Blue Bell, PA 19422

(Address)

is awarded Contract 21023PR. We will write the required Performance and/or Labor and Materials
Bond required by Paragraph 6 of the Instructions to Bidders.

Aegis Security Insurance Company

Surety Company

BY:


Attorney-in-Fact - **Lynn M. Wheelock**

COST DOCUMENTATION

COST PROPOSAL

Lintons Food Service Management has prepared the following Cost Proposal based upon the experience we have serving programs of a similar size and scope as The City of Wilmington Department of Parks & Recreation. Each program Lintons serves is unique and our efforts will be to personalize the program of The City of Wilmington Department of Parks & Recreation. Lintons will provide a food service program to The City of Wilmington Department of Parks & Recreation that meets all the necessary CACFP requirements.

The required documents contain pricing based on the menus provided by the City of Wilmington. The program will consist of fresh, refrigerated, ready-to-heat, unitized meals and snacks.

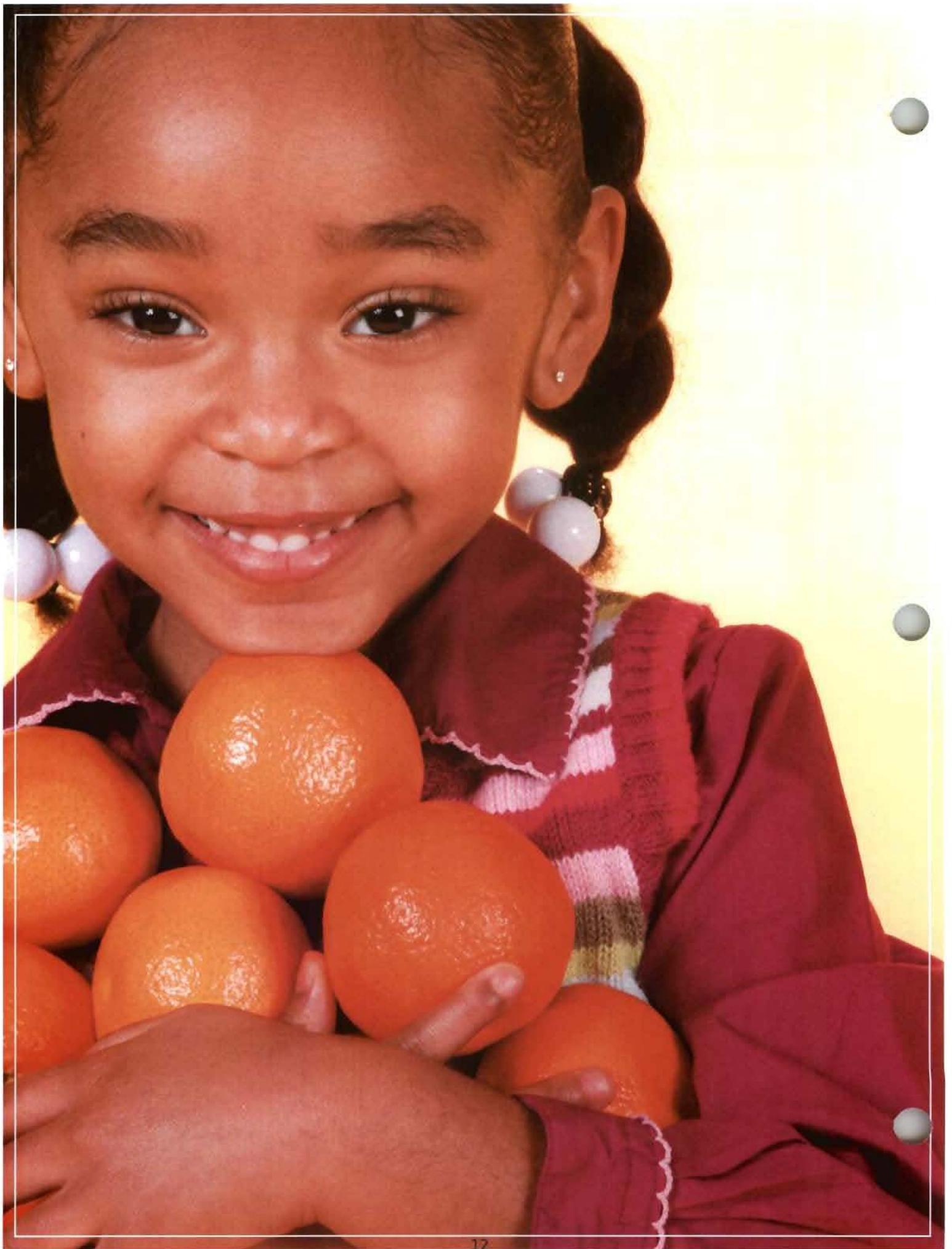
Lintons proposed price per meal/snack for The City of Wilmington Department of Parks & Recreation At-Risk After School Supper Program is:

SUPPER/DINNER	\$2.40
SNACK	\$.90

Included in the Cost Proposal are the following items:

- Milk
- Safe transportation containers
- Pick-up or return of transportation containers
- Cleaning of transportation containers
- Condiments, as needed for the meal
- Utensils







Financial Capability

Lintons Food Service Management has been serving the community since 1890. Our personalized service programs have allowed us the opportunity to maintain a 97% client retention rate for the past 16 years. In that time, Lintons has exhibited fiscal integrity and a solid foundation to continue to meet contractual obligations. Lintons maintains a line of credit with Fulton Bank that is sufficient to fund any need that we may have with regard to this contract and the fiscal stability and sound business practices to confidently serve the City of Wilmington Department of Parks & Recreation.

In this section:

- Financial Stability Statement
- Accounting Firm Relationship Letter
- Bank Letter & Reference
- Sample Certificate of Insurance

WHAT SETS LINTONS APART FROM THE COMPETITION?

- Our people — they speak with pride about Lintons and are dedicated to our clients and those we serve
- Our ability to provide products and services to our clients in a personalized, cost-efficient system
- Our use of well-developed systems and procedures to assure all applicable regulations are exceeded
- We never stop innovating!



FINANCIAL STABILITY STATEMENT

Company Overview

As a Top 50 Contract Food Service Company, Lintons to exceed the expectations of our clients while maintaining the flexibility to offer solutions when the needs arise. Managing the nutritional aspects for our clients requires an appreciation of today's environment and its ever-changing regulations and challenges. Lintons services facilities in the following sectors: Healthcare, K-12 Education, Juvenile Residential Childcare Institutions, Community Corrections, Early Learning Centers, and Rehabilitation Services.

Principal

Christopher J. Dunton, Owner

Christopher has 30 years of experience with numerous completed contracts to his credit. This experience has enabled the company to grow since his ownership, demonstrating the commitment and service values that allow Lintons to be large enough to serve, but small enough to care.

Key Services

- Clinical Nutrition Management
- Food Service Management
- Food Service Delivery

Demographics

PA, DE, MD, FL, AL

Naics Code / Sic Code

722310 / Food Service Contractor

Sic Codes

5812 / Eating Places

Company Designations

Registered Company Name:

Food Management Services, Inc.

DBA: Lintons Food Service Management

Year incorporated: 1981

State of Incorporation: Pennsylvania

Corporation Type: S Corporation

Certified Public Accountant

Lintons has engaged Kreischer Miller for attestation and tax services since 2005. Kreischer Miller is a leading independent accounting, tax, and advisory firm that serves the greater Philadelphia and Lehigh Valley areas. Reviewed financial statements are prepared and presented in accordance with the generally accepted accounting principles and Lintons accounts for all transactions on the accrual method of accounting for financial reporting purposes.

ACCOUNTING SOFTWARE

Lintons follows best practices and utilizes a leader in the accounting software industry Sage 50 Accounting Software. We utilize real time data to produce monthly financial statements, including balance sheets, statement of income, retained earnings, and statements of cash flow.

ACCOUNTING FIRM RELATIONSHIP LETTER

**Kreischer
Miller**

100 Witmer Road, Suite 350, Horsham, PA 19044-2369

215-441-4600 • fax: 215-672-8224 • www.kmco.com

PEOPLE | IDEAS | SOLUTIONS

Lintons Food Service Management
4 Sentry Parkway East
Suite 100
Bluebell, PA 19422

RE: Lintons Food Service Management, Inc.

To Whom It May Concern:

I am writing at the request of Lintons Food Service Management, Inc. (Company) and Christopher J. Dunton, sole shareholder and President (Owner) of the Company. Please be advised that Kreischer Miller (Firm) has served as the certified public accountants for the Company and Owner since 2005. At all times, our Firm has maintained its independence with respect to the Company and Owner as prescribed under professional standards.

The purpose of this letter is to confirm that our firm has performed attestation services for the Company and prepared the Company's tax returns which were filed with the federal, state and local tax authorities from 2005 to the present. The financial statements provided during this time period were issued with no material modifications or qualifications for them to be in conformity with generally accepted accounting principles (GAAP), as described in our Independent Accountants' Report.

The Company is not a publicly traded entity and the financial information remains in confidence with accounting personnel and the Owner of the Company. In connection with our attestation services during the period 2005 to present, nothing came to our attention that caused us to believe the Company failed to comply with terms, covenants, provisions our conditions of any loan agreements with their financial institution insofar as they relate to accounting matters. Additionally, the internal projections of the Company for future years indicate continued positive results

Respectfully submitted,



Robert S. Olszewski, CPA
Director

RSO:dmr

BANK LETTER & REFERENCE

Fulton Bank

LISTENING IS JUST THE BEGINNING.*

Food Management Services, Inc.
T/A Lintons Food Service Management
10 Sentry Parkway
Suite 110
Blue Bell, PA 19422

Dear Christopher Dunton,

It has been a pleasure to work with you and your organization. Lintons is a relationship oriented company that complements Fulton Bank's customer service business model. Currently with Fulton Bank your organization has a significant deposit relationship as well as a \$4,100,000 working capital line of credit. All accounts have been handled as agreed since the account openings in July of 2017. Based on your rich history, excellent track record, and financial strength we look forward to expanding our business relationship in the very near future.

Your organization and staff is a pleasure to work with and a valued client of Fulton Bank.

Sincerely,



Thomas J. Smith
Vice President
Sr. Relationship Manager
Fulton Bank, N.A.

SAMPLE CERTIFICATE OF INSURANCE

ACORD®		CERTIFICATE OF LIABILITY INSURANCE	12/8/2020			
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER Robert F Greenwood Assoc., Inc. PO Box 8002 Radnor, PA 19087-8002		CONTACT NAME: Dan Greenwood PHONE (A/C, No, Ext): (610)687-3830 FAX (A/C, No): (610)687-9548 E-MAIL ADDRESS: robertgreenwood@verizon.net				
INSURED Food Management Services, Inc. dba Lintons Food Management Services 10 Sentry Parkway, Ste 110 Blue Bell, PA 19422		INSURER(S) AFFORDING COVERAGE				
		INSURER A: American Fire & Casualty Company NAIC # 24066				
		INSURER B: West American Insurance Company NAIC # 44393				
		INSURER C: The Ohio Casualty Insurance Company NAIC # 24074				
		INSURER D: Redwood Fire & Casualty Insurance Company NAIC # 11673				
		INSURER E: Landmark American Insurance Company NAIC # 27960				
INSURER F:						
COVERAGES		CERTIFICATE NUMBER:				
		REVISION NUMBER:				
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADOL SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		BKA55179734	06/27/20	06/27/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAW55179734	06/27/20	06/27/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		USO55179734	06/27/20	06/27/21	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	FOWC909447	06/27/20	06/27/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Evidence of Insurance only for Proposal purposes"						
CERTIFICATE HOLDER				CANCELLATION		
SAMPLE CERTIFICATE				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		



Menus

Menus are developed specifically for the participants of The City of Wilmington Parks & Recreation At-Risk After School Supper Program. Lintons' culinary experts determine which meals will appeal to participants, encompassing local ingredients and the best dishes in delivering meals. Lintons has based all pricing on the menus provide in the IFB.

In this section:

- Sample Menus
- Schedule B

SAMPLE MENU

Lintons Food Service Management has developed the sample monthly menus on the following pages for The City of Wilmington Parks & Recreation At-Risk After School Supper Program. These menus were developed using the information communicated by The City of Wilmington and with the experience we have in serving programs of similar populations. Lintons will utilize the menus provided in the IFB until such authorization can be obtained to utilize additional menus. Meals will be prepared in accordance to the Child and Adult Meal Pattern provided in Schedule B following the menus below.

Lintons utilizes only the freshest ingredients and highest quality products and strives to produce all meals, whenever possible, from scratch. If the program desires to use menus created by Lintons, we will provide a finalized monthly menu in advance of the monthly meal service to be determined by The City of Wilmington Parks & Recreation At-Risk After School Supper Program.



Supper Menu

Supper Menu				
OCTOBER				
Monday	Tuesday	Wednesday	Thursday	Friday
			1 WG Chicken Nuggets, Mixed Vegetable Swedish Meatballs, WG Noodles, Mixed Vegetable Tuna Salad, WG Bun, Tomato Salad	2 Cheeseburger, WG Bun, Broccoli WG Pizza Crunchers, Broccoli Grilled Chicken WG Wrap, Cole Slaw
5 T. Ham & Cheese WG Pretzel Melt, Green Beans Chicken Parm WG Melt, Green Beans Chicken Caesar WG Wrap, Potato Salad	6 WG Grilled Cheese, Mixed Vegetable WG Fish Nuggets, Mixed Vegetable Egg Salad on WG Bun, Carrots, Ranch	7 Rice & Beans, Toasted Spanish Cauliflower WG Lasagna, Cauliflower Cold Sesame WG Noodles w/ Diced Chicken, Chopped Broccoli Salad	8 Sweet N Sour Chicken, Brown Rice, Carrots Fish Sticks, Brown Rice & Carrots Chicken Salad, WG Bun, Cucumber	9 Chicken Steak, WG Roll, Waffle Fries Sloppy Joe, WG Bun, Waffle fries Chef Salad
12 Meatloaf w/ Gravy, Brown Rice, Peas & Carrots Turkey, T. Bacon & Ranch WG Pretzel Melt, Peas & Carrots Turkey Ham & Cheese, Celery Sticks, Cucumbers, Ranch	13 WG Chicken Nuggets, Vegetarian Baked Beans Turkey Burger, WG Bun, Vegetarian Baked Beans Turkey & Cheese, Carrots, Ranch	14 Taco Bake, Fietsa Corn Salsa & Tortilla Chips Chicken Fajitas, Fietsa Corn Salsa & Tortilla Chips Pizza Lunchable - WG Flatbread, Sauce, Mozz Cheese & Turkey Pepperoni, Celery Stix, Ranch	15 Cheeseburger, WG Bun, Waffle Fries WG Pizza Crunchers, Waffle Fries Chicken Caesar Salad	16 Salisbury Steak w/ Gravy, Mashd Potatoes, WG Roll Grilled Chicken w/ Gravy, Mashed Potatoes, WG Roll Beef Bologna & Cheese, Potato Salad
19 Chicken Alfredo, Broccoli WG Fish Nuggets, Broccoli Grilled Chicken WG Wrap, Cole Slaw	20 Orange Chicken, Rice, Vegetable Egg Roll WG Grilled Cheese, Mixed Vegetable WOW Butter & Jelly, WG Crackers, Cucumbers, Ranch	21 Chili w/ Beans, WG Biscuit, Corn BBQ Pulled Turkey, WG Bun, Corn Chicken Salad, Carrot Raisin Salad	22 Roast Turkey w/ Gravy, Mashed Potatoes, WG Roll Baked T. Ham, Mashed Potatoes, WG Roll Asian Chicken WG Wrap - Diced Shredd Cabbage, Shred Carrots,	23 Fish Patty, WG Mac & Cheese, Stewed Tomatoes Baked Chicken, WG Mac & Cheese, Stewed Tomatoes Turkey Cobb Salad
26 Popcorn Chicken & WG Waffles, Diced Potatoes WG French Toast Sticks, T. Sausage, Diced Potatoes WOW Butter & Jelly, WG Crackers, Cucumbers, Ranch	27 WG Pasta w/ Meatballs, Parmesan Broccoli BBQ Beef Riblet/ WG Bun, Parmesan Broccoli Turkey & Cheese, Cole Slaw	28 Cheesesteak, WG Roll, Sweet Potato Fries Chicken Patty/ WG Bun, Sweet Potato Fries Turkey Ham & Cheese, Celery Sticks, Ranch	29 WG Grilled Cheese, Green beans WG Chicken Tenders, Green Beans Egg Salad on WG Bun, Carrots, Ranch	30 T. Ham & Cheese WG Pretzel Melt, Carrots Turkey Burger, WG Bun, Carrots Lintons Lunchable Turkey Ham, Turkey, Cheese WG Crax, Sliced Zucchini, Ranch



Fruit & Milk served with all Supper Meals
 ND: Soy Milk
 NE: Unflavored 1% Milk
 Age 2+: Unflavored 1%
 V: Unflavored 1% Milk
 Age 1-2: Unflavored Whole Milk



Snack Menu



Monday		Tuesday		Wednesday		Thursday		Friday	
28		29		30		1	Pretzels 100% Grape Juice	2	Cheddar Cheese Stick WG Crackers
5	Teddy Grahams Milk	6	Salsa Tortilla Chips	7	WG Goldfish 100% Mixed Fruit Juice	8	WG Yogurt Chex Mix 100% Orange Juice	9	WG Animal Crackers Milk
12	WG Cheddar Chex Mix 100% Apple Juice	13	Goldfish Pretzels 100% Grape Juice	14	Graham Crackers Milk	15	String Cheese Stick WG Crackers	16	WG Cheez-Its 100% Apple Juice
19	WG Graham Crax Milk	20	Yogurt Diced Peaches	21	Pretzels 100% Grape Juice	22	Cheddar Cheese Stick WG Crackers	23	Teddy Grahams Milk
26	Salsa Tortilla Chips	27	WG Goldfish 100% Mixed Fruit Juice	28	WG Yogurt Chex Mix 100% Orange Juice	29	WG Animal Crackers Milk	30	WG Cheddar Chex Mix 100% Apple Juice



This institution is an equal opportunity provider.

SCHEDULE B

Old and New Child & Adult Menu Pattern



Breakfast Meal Patterns

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup	1 cup
Vegetables, fruit, or both	¼ cup	¼ cup	½ cup	½ cup	½ cup	½ cup	½ cup	½ cup
Grains	½ serving	½ oz eq*	½ serving	½ oz eq*	1 serving	1 oz eq*	2 servings	2 oz eq*

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

Lunch and Supper Meal Patterns

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	½ cup	¾ cup	¾ 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	¼ cup	⅛ cup	½ cup	¼ cup	¾ cup	½ cup	1 cup	½ cup
Fruit		⅛ cup		¼ cup		½ cup		
Grains	½ serving	½ oz eq	½ serving	½ oz eq	1 serving	1 oz eq	2 servings	2 oz eq

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

Snack Meal Pattern

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	½ cup	½ cup	½ 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	¼ cup	½ cup	¼ cup	¾ cup	¼ cup	½ cup	¼ cup
Fruit		¼ cup		½ cup		¼ cup		
Grains	½ serving	½ oz eq	½ serving	½ 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 ser

Old and New Child & Adult Menu Pattern- Infant

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

*Required when infant is developmentally ready.

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

THEME MEALS

Holiday and theme meals will be implemented to keep menus fresh and to add variety and excitement for those who wish to celebrate.

January 22
Southern Food Day
OVEN-FRIED CHICKEN
 with
 Hoppin' John and
 Jalapeno Corn Bread

 LINTONS 
 Food Service Management

December 5 is
National Comfort Food Day
 MENU
 Meatloaf with Gravy
 Biscuits and Seasoned Corn
 Fudge Brownie

 LINTONS 
 Food Service Management

Mac n' Cheese Bar
 Try all 5 toppings and let us know
 which one you like the best!
 Buffalo Chicken Macaroni with a Twist
 Meat Lovers BBQ Chicken
 Pizza-Style

 LINTONS 
 Food Service Management

October 4
National Taco Day
 Baja Tacos
 (Fish or Chicken)
 served with
 Chipotle Sauce & Lettuce
 Tortilla Chips & Salsa
 Ice Cream
 Did you know?
 Americans eat over
4,000,000,000
 tacos each year

 LINTONS 
 Food Service Management





Experience & References

Successful food service programs since 1890

Lintons' foundation and experience providing successful food service programs goes back 130 years with the Lintons Food Service Company of Philadelphia. The firm thrived under family management and opened many public restaurants and food management programs over eight decades and became a Philadelphia institution in its own right. As the oldest professional food service management firm, Lintons continues that tradition of innovation and excellence by creating personalized programs for rehabilitation services, behavioral healthcare, adult aging, community corrections, juvenile justice, schools, and group homes.

In this section:

- Qualifications & Experience
- References



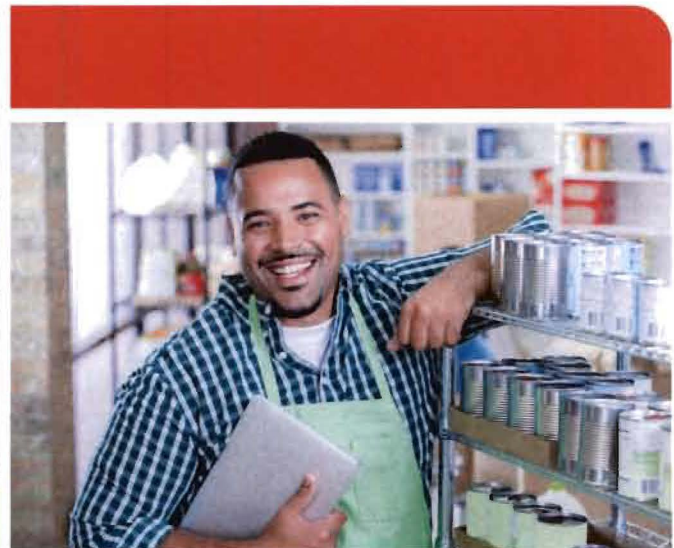
QUALIFICATIONS & EXPERIENCE

Lintons' exemplary history of service to organizations and clients in food service management has been corroborated with long-standing contracts of over 25 years. We have had the opportunity to provide delivered food services to many programs that are similar in size and scope of The City of Wilmington Department of Parks & Recreation. To fully understand the resources and experience that Lintons Food Service Management brings to focus on your needs, please take a few minutes to examine this overview.

OVERVIEW

- Proven on-site experience and corporate management expertise to adjust to the needs of The City of Wilmington Department of Parks & Recreation
- Experience and expertise needed, along with existing meal service management and our corporate staff, to deliver to multiple sites
- Experience in developing relationships with multiple site directors
- Expertise of delivering to sites on time with properly-temped daily meals
- Established vendor relationships, providing all items necessary to meet and exceed existing requirements
- Maintained high standards of sanitation through in-house training
- Provided meals and menus that appeal to the cultural food preferences and special dietary needs of The City of Wilmington Department of Parks & Recreation's population
- Commitment to implement and adhere to the standards of a nutritious, fulfilling food service program
- Exemplary history of service to organizations and clients in food service management

Our customized programs and local management are the main ingredients to our success in this field.





PERSONALIZED SERVICE

Lintons was founded on the principle of personalized service in a professional manner. Our century-old tradition of personalized service in a family atmosphere is not a resting place; it's a building block for our dedication to quality and excellence. We have developed an organization which is caring and sensitive to the unique needs of each patient, client, resident, student, and associate.

QUALITY

We provide exemplary services in an outstanding manner that will bring honor and distinction to the City of Wilmington Department of Parks & Recreation. We recognize that a food service company is only as good as its last meal, and we continually strive to make each meal our best. It is that type of approach that sets Lintons apart from its other competitors in food service management.

As the food service industry grows, so does our knowledge, skills, and experiences. As a result, we are able to meet the challenges of providing healthy food choices that our customers request.

Named a
Top Workplace
by the
Philadelphia
Inquirer
9 years in a row



CLIENT DIVERSITY

Our client diversity requires flexibility, imagination, and exceptional management skills. In this regard, Lintons managers are professionally trained and supported by corporate experience and expertise. Our philosophy is to enable Lintons' senior management team to remain involved with every account and respond quickly and effectively to the needs of each client. We utilize proven systems and skills for each aspect of the areas we serve.

Lintons' client diversity is a tremendous asset. Our experience in schools and residential settings gives us the ability to effectively operate programs reimbursed through the City and state federal funding. Our knowledge of quality assurance and sanitation in our healthcare settings influences our service to our many varied customers. Our awareness and advocacy of good nutrition gives us the base to provide healthy eating choices for people of all ages.

MANAGEMENT

Lintons managers at all levels are committed to meeting the unique needs of every client we serve in the most responsive, efficient, and economical manner possible. From sanitation to menu development to production standards, Lintons' management stays abreast of the ever-changing requirements in the food service industry.



OUR CLIENTS

Lintons Food Service Management's experienced and well-trained staff serve:

- 71 separate clients in their facilities and deliver meals to an additional 110 programs
- Lintons currently serves in the states of PA, MD, DE, FL, and AL

CORPORATE & REGIONAL MANAGEMENT

The following headquarters and regional management personnel will supervise the services performed under this contract:

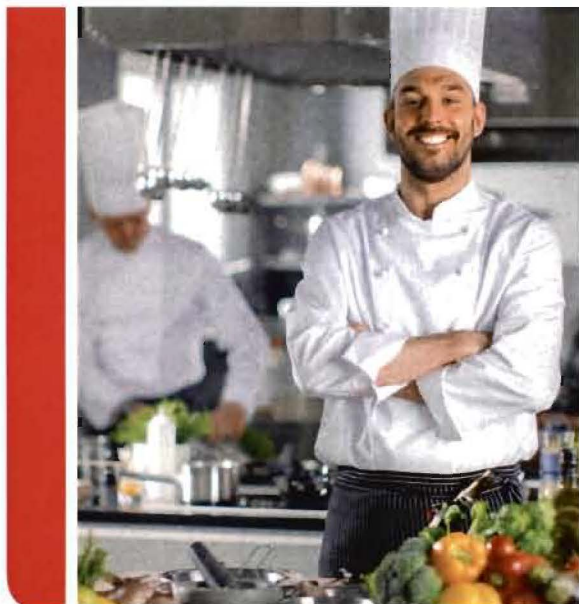
- Sandy White, *President*
- Gary Rittereiser, *Senior VP of Operations*
- Dave Powell, *Vice President of Operations, Meal Service Division*
- Andrea McHugh, MA, RD, LDN, *Corporate Dietitian*
- Linda Paugh, *Director of Human Resources*
- Maureen Modestine, *Director of Marketing & IT*
- Melissa Rowen, *Accounting Manager Supervisor*

INVOICING

Lintons will submit invoices to The City of Wilmington Department of Parks & Recreation for meals by the tenth of the month for the previous month. The invoice will indicate the number of meals provided per day, per project site, the total number of meals provided per day and will include the daily delivery receipts signed by each project site for meals included on the invoice.



Named as a Top 50
Contract Management Company
9 years in a row





REFERENCES & EXPERIENCE LIST

Lintons is proud of the company we keep

Below is a sampling of our current clients that are similar in size and scope to The City of Wilmington Department of Parks & Recreation. Our dedication and quality has been corroborated with the long-standing relationship we've formed with each of our clients. We would be honored to have The City of Wilmington Department of Parks & Recreation as part of our distinguished group of clients.

Company Name	Contact	Phone	Census	Retention
Delaware County Intermediate Unit 200 Yale Avenue Morton, PA 19070	Justine Paschal/Assistant Director	610-938-9000 x2206 jpacal@dcui.org	840	January 2001 - Present
Archdiocese of Philadelphia 222 N. 17th Street Philadelphia, PA 19103	Chris Wurster/ Administrator of Operations	215 895 3470 ext 77824 cwurster@ndsarch.org	600	November 2014 - Present
Mercy LIFE 1001 Baltimore Pike Suite 310 Springfield, PA 19064	John Mikus/ Regional Director	215-439-7066 JMikus@mercyhealth.org	290	January 2020 - Present
Chester County Seniors 313 W. Market St., Suite 302 West Chester, PA 19380	Margee Webb/ Program Director	610-344-6350 mwebb@chesco.org	225	March 2019 - Present
One Bright Ray 1142 East Erie Avenue Philadelphia, PA 19124	Marcus A. Delgado/ CEO	215-744-6000 mdelgado@one-brightray.org	225	July 2014 - Present
Young World 1737 Fairmount Avenue Philadelphia, PA 19130	Keshia Bell-Jones/ Program Director	215-763-7656 kjonesyw@outlook.com	82 80	November 2004 - Present
Sonrise Christian Day School 1627 Chichester Road Linwood, PA 19061	Amy Padula/ Principal/Director	610-494-2096 sonrisecds@verizon.net	60	September 2009 - Present
Northwestern - Chester Pike 620 Germantown Pike Lafayette Hill, PA 19444	Terry Juhas/ Director of Purchasing	610- 260-4633 tjuhas01@nhsonline.org	45	July 2008 - Present
Maternity Care Coalition 1 West Main Street Suite 250 Norristown, PA 19401	Lufay Butler/Health Services Coordinator	215-557-6330 lbutler@momobile.org	44	October 2009 - Present
Wonderspring Wynnewood 230 Haverford Rd. Wynnewood, PA 19096	Kristy Krause Mauro/ Center Director	610-658-8601 cmauro@wonder-spring.org	40	March 2014 - Present
Delaware County Housing Authority 1855 Constitution Avenue Woodlynn, PA 19094	Emma Santiago/Director of Special Programs	(610) 409-6252 esantiago@dcha1.org	30	March 2004 - Present
Jubilee School 4211 Chester Avenue Philadelphia, PA 19104	Karen Falcon/ Program Director	215-387-7592 kfalcon@jubilee-school.net	25	January 2017 - Present

TESTIMONIALS



The transition between our old food service provider and the Lintons team could not have gone smoother. Along the way, their management team has always been quick to respond to any suggestions or concerns we may have had. From day one, the Lintons management team has been a pleasure to work with, they bend over backward to provide an exceptional service to the individuals in our care. Their interaction with our staff has always been very positive, and they are truly a solid part of our team here at Allegheny Valley School.

Allegheny Valley School

Lintons was able to increase the level of quality of the food served in our buildings without increasing our expenses. Though higher quality food and better marketing, the Lintons/ KIPP partnership led to increased food consumption. Lintons also helps us to think about our operational practices, ensuring compliance with NSLP regulations. !

KIPP Philadelphia Charter School

I wish to express sincere appreciation to you and your staff for "switching gears" so quickly when we had a surprise visit from the Joint Commission surveyors. The Surveyors commented that our food services are "far above any other Maryland MH facility." You made it seem effortless when I am quite sure it was not.

Eastern Shore Hospital Center

Working with your team has been great. It was clear that Lintons' staff put a lot of thought and energy into the educational modules and practice sessions that would be held. They really listened to the needs and habits of the individuals living in the residential programs.

NHS Human Services Delaware County

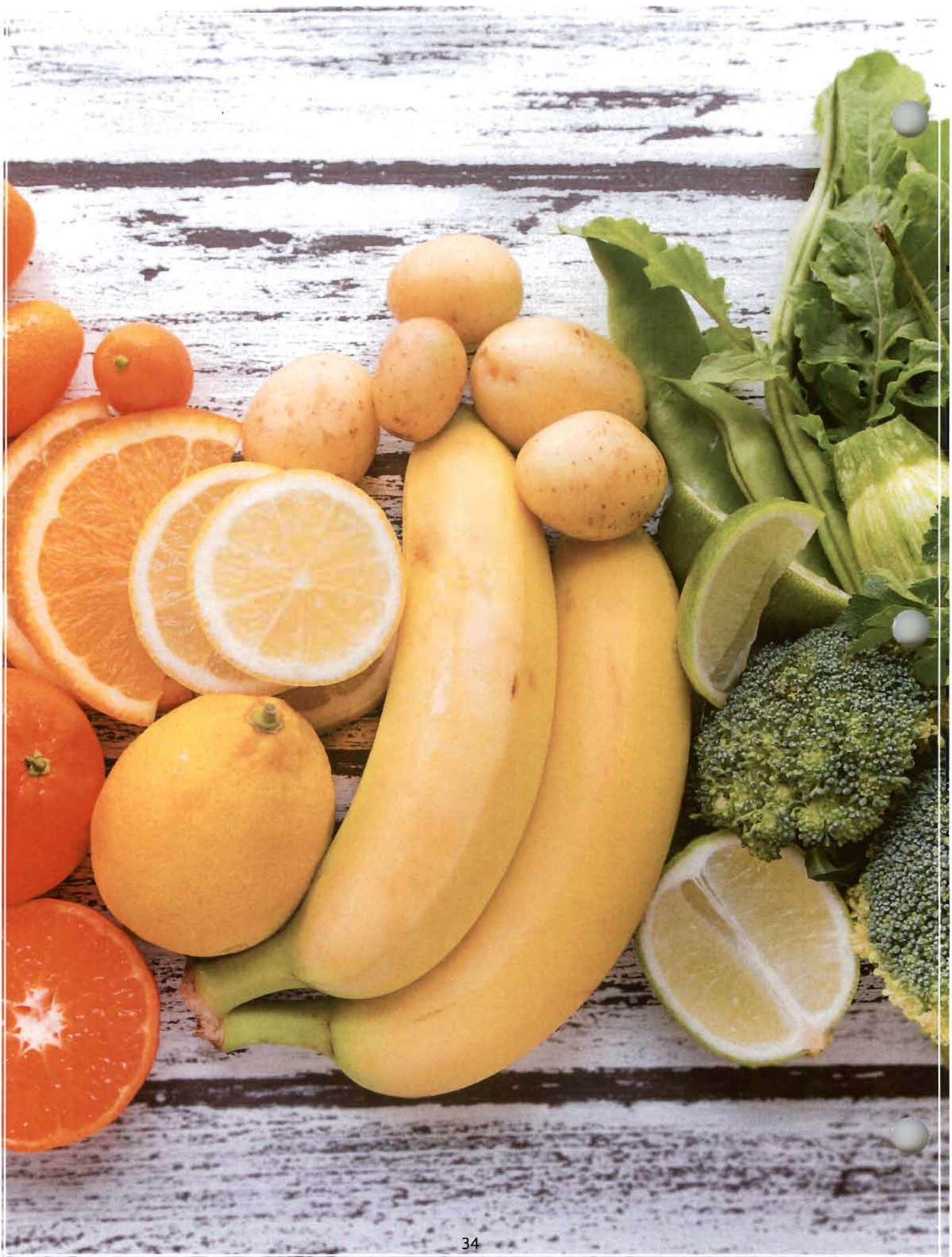
The commitment from Lintons to meet and exceed expectations hasn't changed. Management and Lintons meet once a month to discuss any changes in meals, distribution of items, as well as management changes. The transparency between Lintons and Woodhaven is the key to our successful partnership ... We are both striving towards the same goal, and that's providing the greatest quality of services to our residents.

Merakey Woodhaven

We requested a proposal from Lintons ... our current provider was not meeting our standards and we received a proposal from Lintons promptly. We had to move our start date up by 12 days and Lintons did not hesitate to agree and made this transition seamless. A team from Lintons came in to hire, train, clean the kitchen, order inventory, and create menus, and meal service started without a hitch.



Mid-Atlantic Youth Services, Corp





Organization, Staffing & Administration

Lintons prides itself in recruiting and retaining associates with the experience necessary to provide the best possible service to its clients and their patients/residents. Working as a team, Lintons associates assure that meals are properly prepared and adequate supervision is maintained at all times. Our team at the Delaware County Meal Service Center will be lead by Senior Food Service Director Edie Melvin and Production Manager Fred Strange.

In this section:

- Organizational Structure
- Management Responsibilities and Resumes
- Production Sites



ORGANIZATIONAL STRUCTURE

Lintons has illustrated below the personnel responsible for the service of the The City of Wilmington Department of Parks & Recreation contract. Foodservice to the participants of The City of Wilmington Department of Parks & Recreation will be provided from Lintons Delaware County Meal Service Center and as detailed in this section.



MANAGEMENT RESPONSIBILITIES & RESUMES

The first component of a successful food service operation is a courteous and knowledgeable staff and it begins with the Food Service Director. The following pages include the job descriptions and resumes of the Lintons team responsible for The City of Wilmington Department of Parks & Recreation.

SENIOR FOOD SERVICE DIRECTOR RESPONSIBILITIES

OPERATIONAL RESPONSIBILITIES

- Monitors and ensures menu, recipe compliance, and portion control are to company standards.
- Monitors and ensures product handling and food cost is controlled through proper ordering, receiving, storage, production, and service. Ensures inventory levels are to company specification.
- Provides appropriate management coverage based on facility needs. Plans coverage to keep facility in compliance with regulations during holiday and vacation time.
- Completes and posts associate schedules in accordance with company policy.
- Maintains quality assurance program and directives from Lintons' registered dietitian as it pertains to each contract
- Ensures a clean, organized, and sanitary foodservice operation. Ensures all equipment is maintained and in proper working order. Posts and implements daily, weekly, and monthly sanitation schedules. Ensures proper use of chemicals and equipment.
- Completes monthly in-service meetings and quarterly safety meetings according to company schedule.
- Insures food quality standards, including preparation, presentation, and proper temperature control.



EDIE MELVIN

- Provides excellence in customer/client services, including on-time service, effective communications, and issue resolution.
- Communicates operational needs, facility recommendations, and client commendations and concerns to the district manager in a timely manner.
- Ensures all company assets are in good working order and adheres to all maintenance schedules.
- At the end of each period, completes monthly progress reports using the corporate form and sends all attachments to corporate office and district manager.
- Proficient in placing food orders on-line and the ability to demonstrate making changes to that system.
- Ensures all managers, cooks, and cooks helpers are ServSafe certified under state or county



requirements. Posts all certificates in the department in full view.

- Understands and has the ability to adapt the written contract for the best and most efficient operation of the entire department.
- Ensures that the office and files are neat, organized, and kept up to date. (All files are kept for review for three years.)

HUMAN RESOURCE RESPONSIBILITIES

- Recruits, interviews, and hires associates according to the operation staffing plan, company policy, and related government regulations.
- Responsible for accurate, complete, and timely submission of new hire paperwork.
- Demonstrates a working knowledge of Lintons policies and procedures as outlined in the company handbook. Effectively communicates policies and procedures to all new hires and associates.
- Motivates, trains and develops associates in their assigned responsibilities. When necessary, conducts associate disciplinary actions (including termination) according to company policy.
- Completes bi-weekly payroll process per company policy and procedure. Reviews and monitors staff hours on a daily basis.
- Effectively and timely communicates all human resource matters and requests between corporate office and associates.
- Reports all workers compensation incidents and completes all necessary paperwork in accordance with company policy. Ensures that unit is a safe work environment.
- Completes and conducts associate performance reviews and recommendations for

pay increases per company policy. Ensures all associate files are up to date.

- Builds and maintains a competent foodservice team and creates an environment with open communication.
- Ensures all associates are always in the approved company uniform and follow all health and grooming standards.

ADMINISTRATIVE RESPONSIBILITIES

- Effectively communicates with corporate staff, client, and vendors. Proficient in using Word, Excel, Outlook, and online ordering.
- Meets monthly with, The City of Wilmington Department of Parks & Recreation RD/ Manager to review proposed menu or seasonal adjustments to menus, upcoming holiday menus, and any related service issues.

COMPETENCIES

- Knowledge of basic therapeutic diets.
- Ability to ensure that specific diet orders are effectively communicated to nutrition services staff.
- Effective oral and written communications with patients, hospital administration, associates, and nutrition services staff.
- Knowledge of hazardous chemicals and ability to train staff in MSDS.
- Knowledge of The Joint Commission requirements and standards.
- Ability to understand and implement policy and procedures and the approved diet manual.
- Ability to order, receive, and prepare foods to standardized recipes and approved diets.



EDIE MELVIN

RESUME

PROFESSIONAL EXPERIENCE

Senior Food Service Director

Lintons Food Service Management, Delco Meal Service Center, 2011-Present

- Responsible for all aspects of the food production facility that provides meals and services to the Greater Philadelphia area along with three surrounding counties with a budget of three million dollars, three managers and 30 full- and part-time associates.
- Oversaw purchasing, preparation, production, and delivery of over 1000 hot and cold meals a day to multiple sites
- Coordinated the purchase, assembly, and delivery of over 850 items to include grocery, prepackaged meals, and paper supplies to over 75 group homes in four counties
- Oversaw the preparation, packaging, and distribution of over 1000 modified meals per week
- Overall direction of all operations and profitability performance in Delco Meal Service Center
- Operational and financial oversight of foodservice operations
- Weekly financial analysis with variance reporting
- Budgeting and menu development
- Monthly operational reviews and standards enforcement

Staff Development Coordinator / Resident District Manager

Lintons Food Service Management, 2002-2011

- Managed multiple units assigned to a district directly through food service directors
- Monitored the operations of the units to assure compliance with company and client standards
- Oversaw management operation of accounts, including healthcare, business and industry, and meal service centers

Staff Development Coordinator / Resident District Manager

Lintons Food Service Management, University of Medicine and Dentistry, Stratford, NJ, 1997-2001

- Responsible for student and administration cafeteria serving breakfast and lunch to a population of more than 500
- Substantial catering events ranging from five to 600 people, gourmet meals to sandwiches, China to paper

EDUCATION

Upsala College

Camden County Vocational Technical Hospitality Management Course

ADDITIONAL TRAINING AND CERTIFICATION

- ServSafe Certified

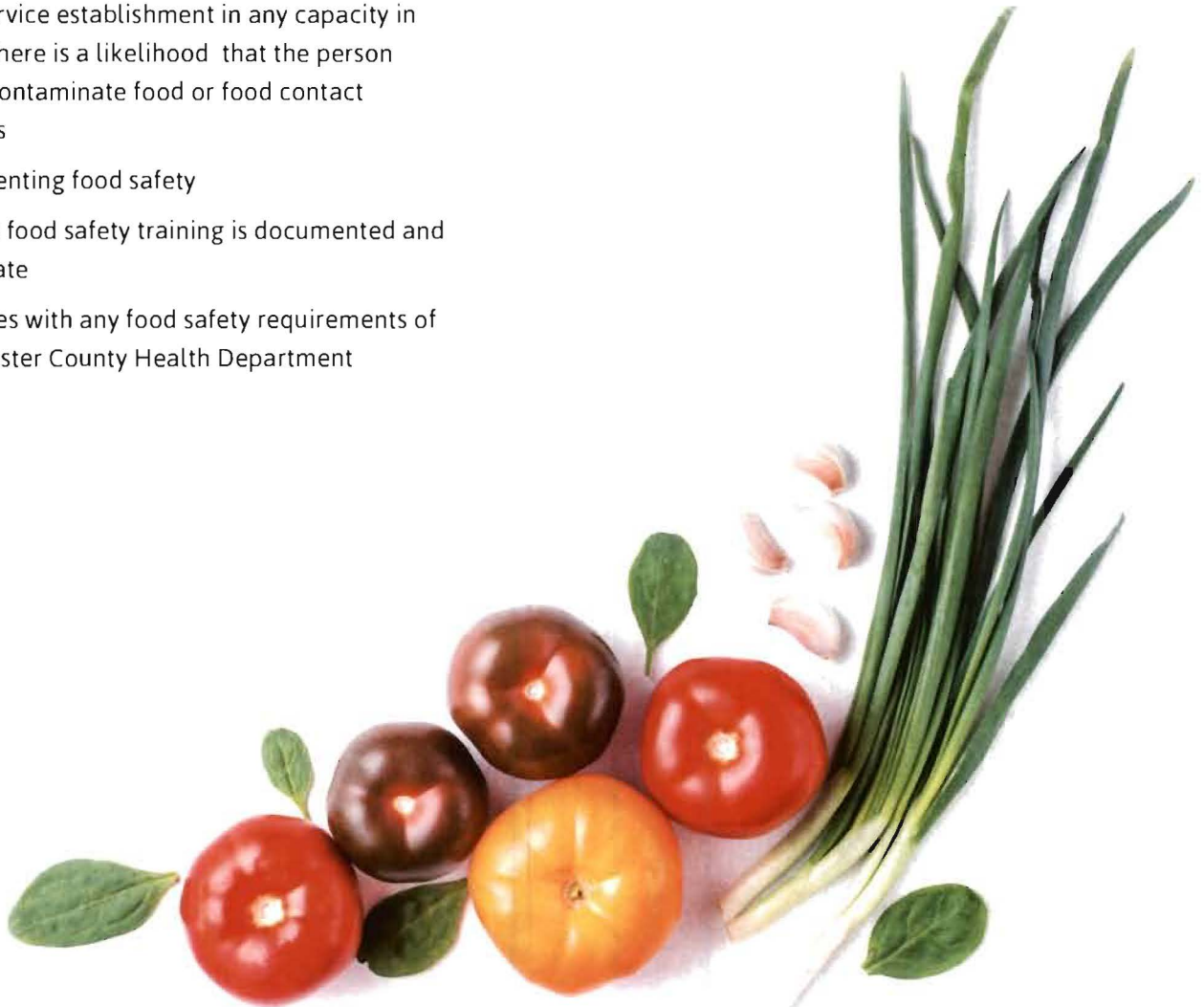


PRODUCTION MANAGER RESPONSIBILITIES

- On site and in charge during all hours of food service operation
- Assuring safe food-handling practices
- Demonstrating knowledge of food-borne disease prevention as it relates to the food service site
- Identifying menu components which may include a food allergen
- Restricting any person with a communicable disease from working or volunteering in any food service establishment in any capacity in which there is a likelihood that the person might contaminate food or food contact surfaces
- Documenting food safety
- Ensures food safety training is documented and up to date
- Complies with any food safety requirements of the Chester County Health Department



FRED STRANGE





FRED STRANGE

RESUME

PROFESSIONAL EXPERIENCE

Production Manager

Lintons Food Service Management, Delco Meal Service Center, Linwood, PA, 2011–Present

- Assists the Food Service Director in the overall management, clerical, and operational responsibilities of the Meal Service Center
- Coordinates directly and through subordinates the operation of the unit to company and client standards
- Responsible for supervising the preparation and service of breakfast, lunch, and dinner meals
- Prepares foods according to the menu cycle, standardized recipes, and directions provided by the Food Service Director
- Completes all production records and product pull sheets
- Maintains kitchen equipment in a clean and sanitary manner
- Presents food in an appealing manner according to the Food Presentation Policy or delivery packaging standards

Production Manager

Lintons Food Service Management, Montco Meal Service Center, East Norriton, PA, 2008–2011

- Assisted the Food Service Director in the overall management, clerical, and operational responsibilities of the Meal Service Center
- Coordinated directly and through subordinates the operation of the unit to company and client standards
- Supervised the preparation and service of breakfast, lunch, and dinner meals
- Prepared foods according to the menu cycle, standardized recipes, and directions provided by the Food Service Director
- Completed all production records and product pull sheets
- Maintained kitchen equipment in a clean and sanitary manner
- Presented food in an appealing manner according to the Food Presentation Policy or delivery packaging standards

EDUCATION

JNA Culinary Institute, Philadelphia, PA

Associates Degree

ADDITIONAL TRAINING AND CERTIFICATIONS

- ServSafe Certified



ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

FRED STRANGE

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)–Conference for Food Protection (CFP).

1543479
CERTIFICATE NUMBER

5387
EXAM FORM NUMBER

4/30/2018
DATE OF EXAMINATION

4/30/2023
DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



Sharon Brown
Sharon Brown
Executive Vice President, National Restaurant Association Solutions



ANSI Accredited Program logo is a registered trademark of the American National Standards Institute. The ServSafe logo is a trademark of the National Restaurant Association and the arc design is a trademark of the National Restaurant Association Solutions.
www.nra.org
www.servsafe.com

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6303 or ServSafe@nra.org.



PRODUCTION SITE

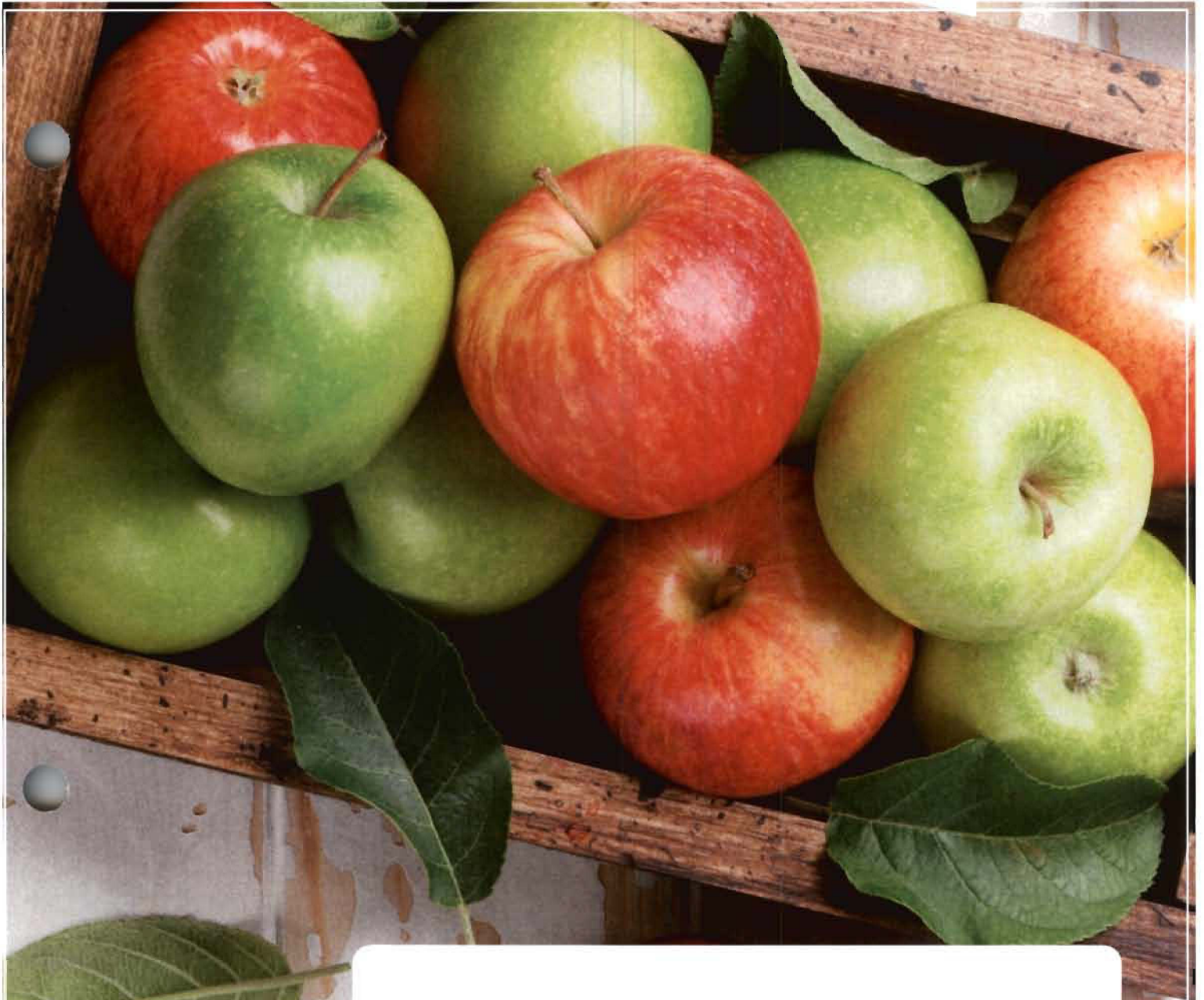
Lintons Food Service Management has many years of experience in producing & delivering meals and has successfully been delivering approximately 866,000 meals yearly. Lintons has the expertise needed to prepare, produce and deliver fresh, on time and temperature accurate meals. With our proven systems Lintons has been successful in the delivered food service segment which has been supported by a 98% client retention over the last 10 years. Lintons Food Service Management has the availability to provide meals to The City of Wilmington Department of Parks & Recreation from its Delaware County Meal Service Site. The facility was designed to provide services to a variety of operations with specific needs.

Lintons meal production facility, located in Linwood, Pennsylvania is 10.7 miles (12 minutes) from the City of Wilmington's Central Depot location at 500 Wilmington Avenue, Wilmington, DE 19801.

Lintons Delaware County Meal Service Center

1580 Huddle Avenue
Linwood, Pa 19061



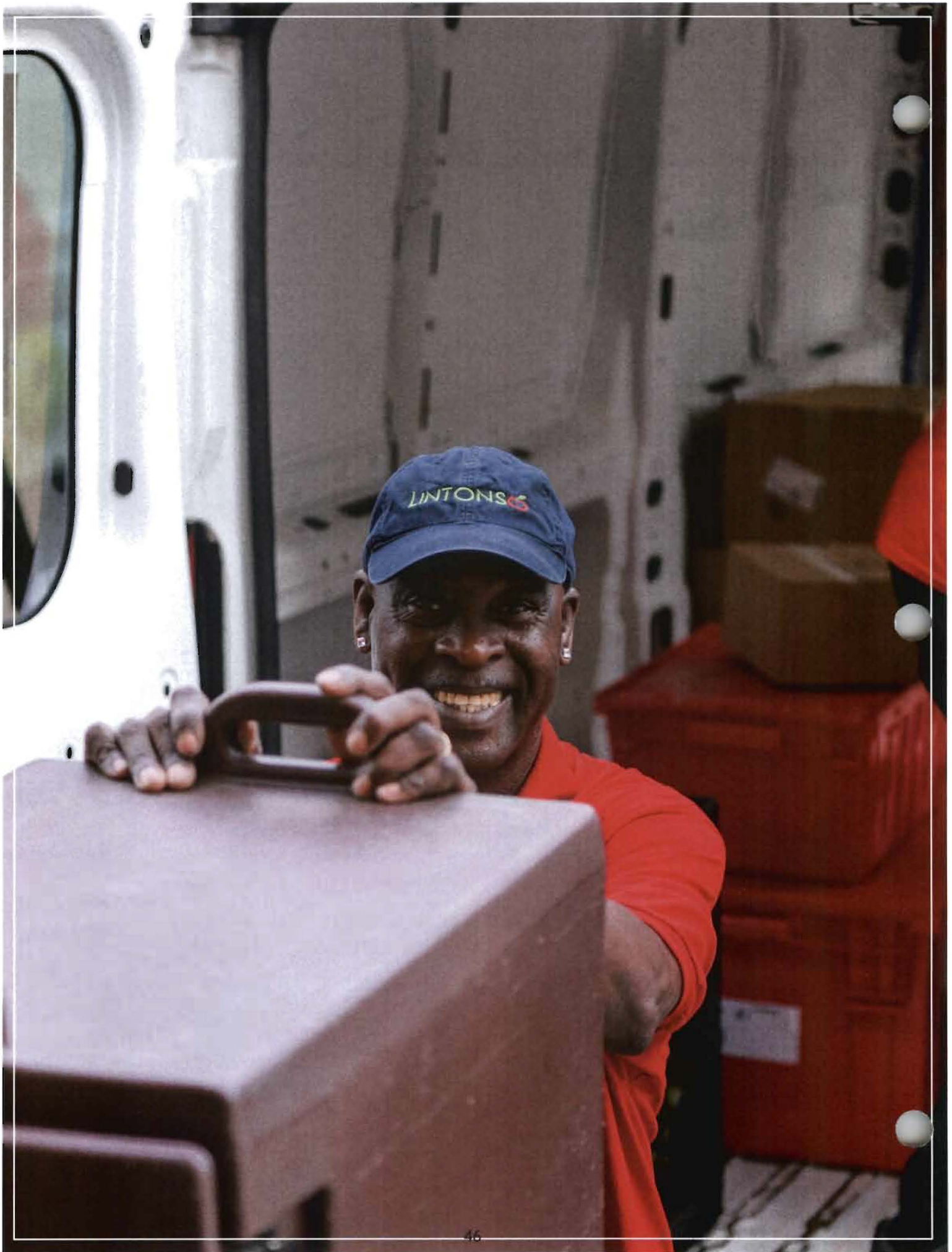


Physical Plant, Equipment and Delivery Capabilities

Lintons Food Service Management has the systems and experience to provide exemplary service to The City of Wilmington Department of Parks & Recreation. Meals would be provided by our Delaware County Meal Service Center.

In this section:

- Health License
- Packaging
- Meal Delivery
- Delivery Temperature Logs and Tickets





HEALTH LICENSE

Below is the most recent health license for the Delaware County Meal Service Center issued by the Lower Chichester Township Board of Health.

LOWER CHICHESTER TOWNSHIP BOARD OF HEALTH

LICENSE

TO OPERATE A PUBLIC EATING AND DRINKING ESTABLISHMENT

This is to Certify, that on the 11 day of October 2020
BY AND UNDER AUTHORITY OF THE ACT OF May 1945 (Act No. 369)

**THIS PLACE OF BUSINESS
HAS BEEN
INSPECTED AND APPROVED**

Property *Lute Night* Address *1580 Huddell Ave, Lower Pa*
Township of Lower Chichester
County of Delaware

License No. 8

Expiration Date 10/31/2021

This Certificate is the property of the Board of Health
and must be surrendered on demand. Post at all
times in a conspicuous place.



DELAWARE BUSINESS LICENSE

In addition to the above license to operate a public eating and drinking establishment for our Pennsylvania meal service center location, Lintons does hold a Delaware Business License. Lintons would seek to apply and obtain a business license for the City of Wilmington as indicated in the IFB.

LICENSE NO. 2012605279	STATE OF DELAWARE		VALID
POST CONSPICUOUSLY	DIVISION OF REVENUE		01/01/19 - 12/31/21 NOT TRANSFERABLE
DLN 18 62704 00	BUSINESS CODE 392 GROUP CODE 396	LICENSED ACTIVITY	RETAILER-FOOD (EXCEPT RESTAURANT) RETAILER-VARIOUS PRODUCTS
DATE ISSUED 12/14/18	**VALIDATED**		2021
LICENSE FEE \$ 270.00	BUSINESS LICENSE		BUSINESS LOCATION
MAILING ADDRESS		LINTONS MANAGED SERVICES 4 SENTRY PKWY STE 100 BLUE BELL PA 19422-2311	
LINTONS FOOD MGMT SERVICES INC LINTONS MANAGED SERVICES 4 SENTRY PKWY STE 100 BLUE BELL PA 19422-2311			JENNIFER R. HUDSON DIRECTOR OF REVENUE
<small>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 16 DEL CODE</small>			

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

Federal E No or Social Security Number	B15531573092 004	Business Code Group Code	392 396	Licensed Activity	RETAILER-FOOD (EXCEPT RESTAURANT) RETAILER-VARIOUS PRODUCTS
---	------------------	-----------------------------	------------	----------------------	--



PACKAGING

Meals are individually packaged with all components included for reheating. The meals will be packaged suitable to maintain meals in accordance with local health standard. Containers are capable of withstanding temperatures of 400 degrees or higher.

Meals are made fresh and individually refrigerated. They are transported in containers within refrigerated trucks to maintain required temperatures. All meals are labeled with the contents of each meal.



MEAL DELIVERY

Lintons will deliver meals to The City of Wilmington Department of Parks & Recreation Food Service Program Central Depot location as scheduled, Monday - Friday





VEHICLES

Lintons vehicles are inspected each week by the Fleet supervisor. A vehicle log is sent to the corporate office noting the condition of the vehicle and any needed repairs. These procedures give us confidence in sending our delivery fleet on the road. Lintons maintains a fleet of vehicles sufficient to insure timely delivery, even in the case of emergencies. The size of our fleet provides the flexibility necessary to react to inclement weather and potential equipment breakdown. All Lintons vehicles are equipped with cell phones to have contact with Lintons food service director in case an emergency would arise. In the case of a vehicle breakdown or delay, Lintons will immediately notify The City of Wilmington Department of Parks & Recreation.





DAILY TEMPERATURE LOG & DELIVERY TICKET

Lintons staff take the temperature of meals prior to delivery and upon arrival to assure meals are received at the proper temperatures to each site. All meals will be delivered and received between a temperature of 35 and 41 degrees. If a meal is recorded at an improper temperature, driver policy is to call the meal service center’s food service director for appropriate action. Accompanying each delivered meal is a delivery ticket. Lintons delivery personnel will have The City of Wilmington’s authorized representative verify the delivery by signing the ticket. Lintons retains one copy and presents one copy to the site’s representative. Below is a sample of Lintons’ delivery ticket.

1580 Huddell Avenue
Linwood, PA 19061

Phone: 610-364-7801
Fax: 610-364-7803

Ship To:

Delivery Date: Wednesday, October 5, 2020

Regular 0
Special Diets 0
Total Meals 0

					Depart Time:	Arrive Time:
Menu Selection	Quantity	Description	Portion Size	# of Pans	Depart Temp.	Arrive Temp.
		Meatball Sandwich				
Soup						
Entrée		Meatballs				
Entrée						
Entrée		Low Sodium Marinara Sauce				
Side		Broccoli				
Side		Provolone Cheese				
Side						
Side						
Side						
Salad		Cucumber Salad				
Dessert		Orange Sections				
Other						
Bread/Roll		4" White Roll				
Crackers						
Condiment						
Condiment						
Juice						
Milk						
Special Notes:						

Hot Foods = or above 135° Cold Foods = or below 41°

Delivered by: _____ In _____ Returned _____
1/2 Pans: _____

Received by: _____ Full Pans: _____





Sanitation & Safety

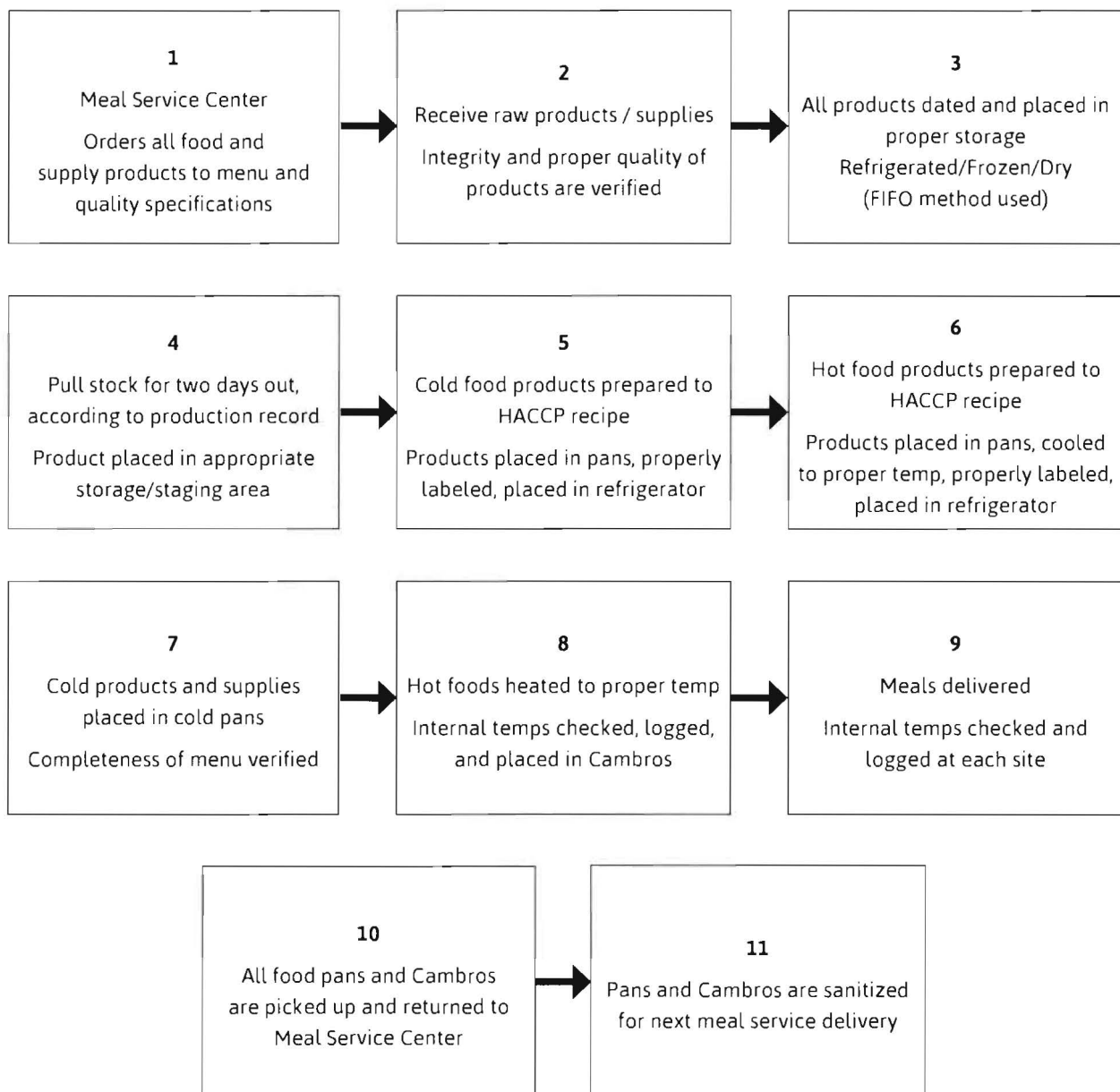
Lintons Food Service Management believes that good sanitation and safety practices are the cornerstone to an excellent and reputable food service program. We pride ourselves on meeting or exceeding regulatory agency requirements. The operations under this contract will be conducted in conformance with the regulations of The City of Wilmington Department of Parks & Recreation. Lintons has included below the policies, procedures, and systems that enable associates to provide quality, on-time, and temperature-accurate meals each operational day.

In this section:

- Operational Flow Chart
- Purchasing, Receiving, Production, and Recipes
- HACCP Standard Operating Procedures and Forms

OPERATIONAL FLOW CHART

The chart below highlights the systems and procedures that Lintons uses to provide a successful delivered meal service.



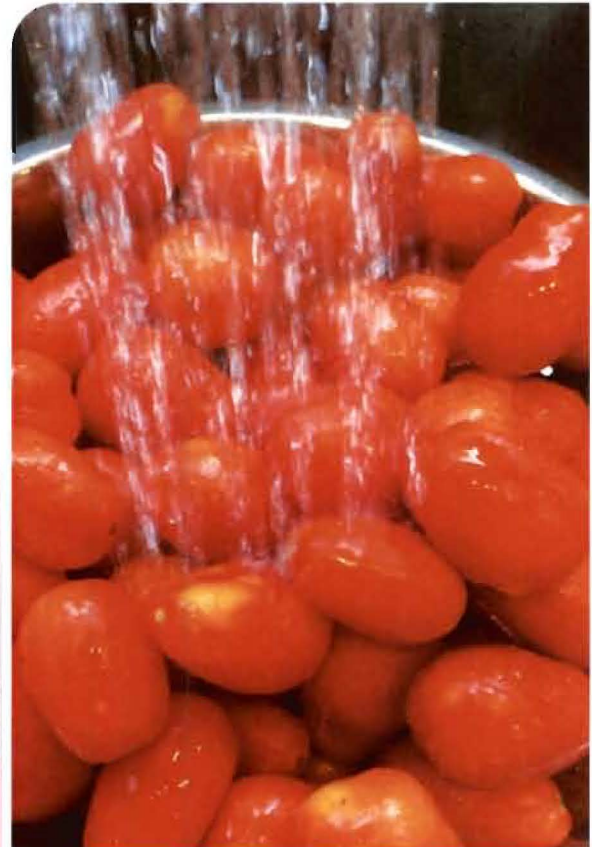
PURCHASING

Once a nutritious menu is planned, the next step is to purchase quality products. Lintons utilizes experience, reputable, and reliable food vendors. We request bids on all food products and check current supplier pricing. These requests are reviewed to make sure quality is consistent with our policies. Our purchasing staff will give preference, whenever possible, to local purveyors, provided they meet our necessary quality standards, scheduled deliveries, and competitive price. Our directors are provided with policy guidelines, which set standards and procedures and provides detailed purchasing information. Our orders are placed with our full-line suppliers with immediate notification of stock availability. Lintons' food service directors are required to maintain a complete record of orders, receipt of food and supplies, and take a physical inventory each week. All orders are placed using Lintons' web-based ordering system. This allows for accuracy and product consistency.



RECEIVING

Lintons' food service directors are required to maintain a complete record of orders, receipt of food and supplies, and take a physical inventory each week. Directors are responsible for proper storage and safe keeping of inventory, accuracy of the weekly inventory reporting, noting all shortages, and maintaining a balanced inventory of sufficient quantity to meet the client's needs. Inventory handling and maintenance procedures include product inspection, proper storage, FIFO practice, proper labeling, and dating of products. On the next page is the HACCP receiving logs and procedures utilized at the Delaware County Meal Service Center.



RECIPES

Standardized menus will be provided for each menu item on the monthly menu. Lintons supports each food service director with a full index of recipes in the MealSuite system. Created by registered dietitians in standard format, they include Hazard Analysis Critical Control Point (HACCP) elements.

Recipe - Chicken Pot Pie LMS/Biscuit Crust f/diced (Chicken Pot Pie)

Cook Time : 20-30 minutes	Method : Bake	Serving Size : 1 Cup	YIELD : 40
Cook Temp : 400F	Serve Utensil :		
AMOUNT	INGREDIENT NAME	PREPARATION STEP	
11 1/4 Oz	Onion, Yellow	1. WASH HANDS before beginning preparation. SANITIZE surfaces & equipment. Preprep: Finely chop Onions. Saute Onions in Margarine.	
9 5/8 Oz	Margarine, Solids		
2 1/4 Cup	Flour, All Purpose	2. Add Flour and Pepper to Onions. Stir until blended: about 5 min.	
3/8 tsp	Pepper, Black Ground		
3 1/4 Oz	Base, Chicken Paste	3. Combine Base and Water to form Stock. Add Stock, stirring constantly with wire whisk. Cook until thickened.	
1 Gal	Water, Tap		
7 5/8 lb	Chicken, Diced White/Dark Ckd	4. Add Chicken to Sauce.	
7 lb	Potato, Diced	5. Cook Potatoes, Peas and Carrots until partially done. Drain. Fold into Sauce.	
1 5/8 lb	Peas, Frz		
1 5/8 lb	Carrot, Sliced Frz		
2 lb	Baking Mix, Biscuit		
		6. Scale Chicken mixture into 12x20x2" counter pan, approximately 12 lbs per pan. *Maintain >140F or quick-chill at <40F until ready to use later. TOPPING: Prepare Biscuit Mix according to package directions. Cut into Biscuit shapes.	
		7. Top Chicken with Biscuits. Bake immediately. Bake at 400F for 20-30 min to internal temp >165F for 15 sec.	
		8. CCP – Maintain >140F for only 4 hrs. CCP – Cool: Product must reach 140F to 70F within 2 hrs and 70F to 40F within 4 hrs. CCP -- Reheat: To internal temp of 165F held 15 sec within 1 hr - one time only.	

Recipe - Broccoli f/Fresh Salad LMS (Broccoli Salad)

Cook Time : 0	Method : Mix and Chill	Serving Size : 1/2 Cup	YIELD : 50
Cook Temp : 0	Serve Utensil :		
AMOUNT	INGREDIENT NAME	PREPARATION STEP	
10 lb	Broccoli, Florets Fresh	1. WASH HANDS before beginning preparation. SANITIZE surfaces & equipment. Wash Broccoli and Cauliflower. Cut into florets. Dice Onions. Combine Vegetables.	
2 lb	Cauliflower, Fresh		
3 Each	Onion, Red/Burmuda		
2 Cup	Raisins, Bulk	2. Add Raisins and cranberries to Vegetables.	
1 Cup	Cranberries, Dried Swtnd		
1 1/2 Cup	Sugar, Granulated Bulk	3. Mix remaining ingredients to make Dressing until Sugar is dissolved. Combine with Salad. Best if covered and refrigerated <40F for 4 1/2 hours before serving CCP - Maintain <40F.	
3 1/4 Tbsp	Vinegar, White		
3/4 Cup	Vinegar, Cider		
2 Qt	Mayonnaise, Low Fat Bulk		

HACCP/ STANDARD OPERATING PROCEDURES

Lintons' food service directors are trained on the Lintons' Food Safety Plan based on the principles of HACCP along with standard operating procedures (SOP). Below is a sampling of Lintons' SOPs as well as temperature logs utilized in each Lintons facility.

Hazard Analysis Critical Control Point (HACCP) is a process utilized to ensure food safety within a facility. It examines the flow of potentially hazardous foods and supplies from arrival at the facility through service to the customer. HACCP is a continuous improvement process. As new areas of concern are identified, elements will be added to this plan.

HACCP-Based Standard Operating Procedures (SOPs)

Lintons has developed HACCP-based SOPs in conjunction with USDA and FDA guidelines. Although the SOPs include HACCP-based principles, you should remember that SOPs are only one component of your overall food safety program. This resource provides sample HACCP-based SOPs and worksheets which contain the minimum elements that can assist you when developing your food safety program.

HACCP-Based SOPs include the following principles:

- Corrective actions
- Monitoring procedures
- Verification procedures
- Record keeping procedures

Critical Strategies for Success

- Appropriate and consistent personal hygiene practices
- Strict standards for product suppliers
- Appropriate and consistent policies and procedures
- Appropriate and consistent cleaning and sanitation programs
- Appropriate and consistent monitoring practices
- Ongoing staff training
- Appropriate and consistent equipment maintenance programs (see Equipment Care Manual)

HACCP Principles that were Utilized

- Hazard Analysis — This was a facility-specific exercise that examined biological, chemical, and physical threats to products and processes and utilized questions listed in Attachment B.
- Determine Critical Control Points (CCPs)
- Establish critical limits
- Establish monitoring procedures
- Identify corrective actions
- Verify that the process works
- Establish monitoring standards

STANDARD OPERATING PROCEDURE FORMS

On the following pages are the forms that Lintons' food service directors, production staff, and associates use to complete the Standard Operating Procedures.

HACCP-SOP310 REV 4/2020



Meal Delivery Temperature

Location _____

Date _____

Day of Week _____

	Items Delivered	Depart Temp	Time	Arrival Temp	Time	Delivered by
Breakfast						Received by
						Comments
Lunch						
Dinner						



HACCP-SOP204A REV 4/2020



Refrigerator/Freezer - Temperature Log

Unit #/Name _____

Area Recorded:

Month/Year _____

Refrigerator (40°F or below)

Food Service Director _____

Freezer (-0°F or below)

Day	Begin	Initial	Mid	Initial	End	Initial	Record any action taken if temperature is not in the correct range.
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
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21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							

ACTIONS

- 1) Keep doors closed and retake temperature in 15 minutes.
- 2) Take temperature of food items with calibrated probe thermometer to validate air thermometer accuracy.
- 3) Remove items to a properly functioning refrigerator if food temperatures are in range but air temperature is not
- 4) Discard items that have been above 41°F for an unknown period of time.
- 5) Serve, cook, or discard frozen items that have thawed.

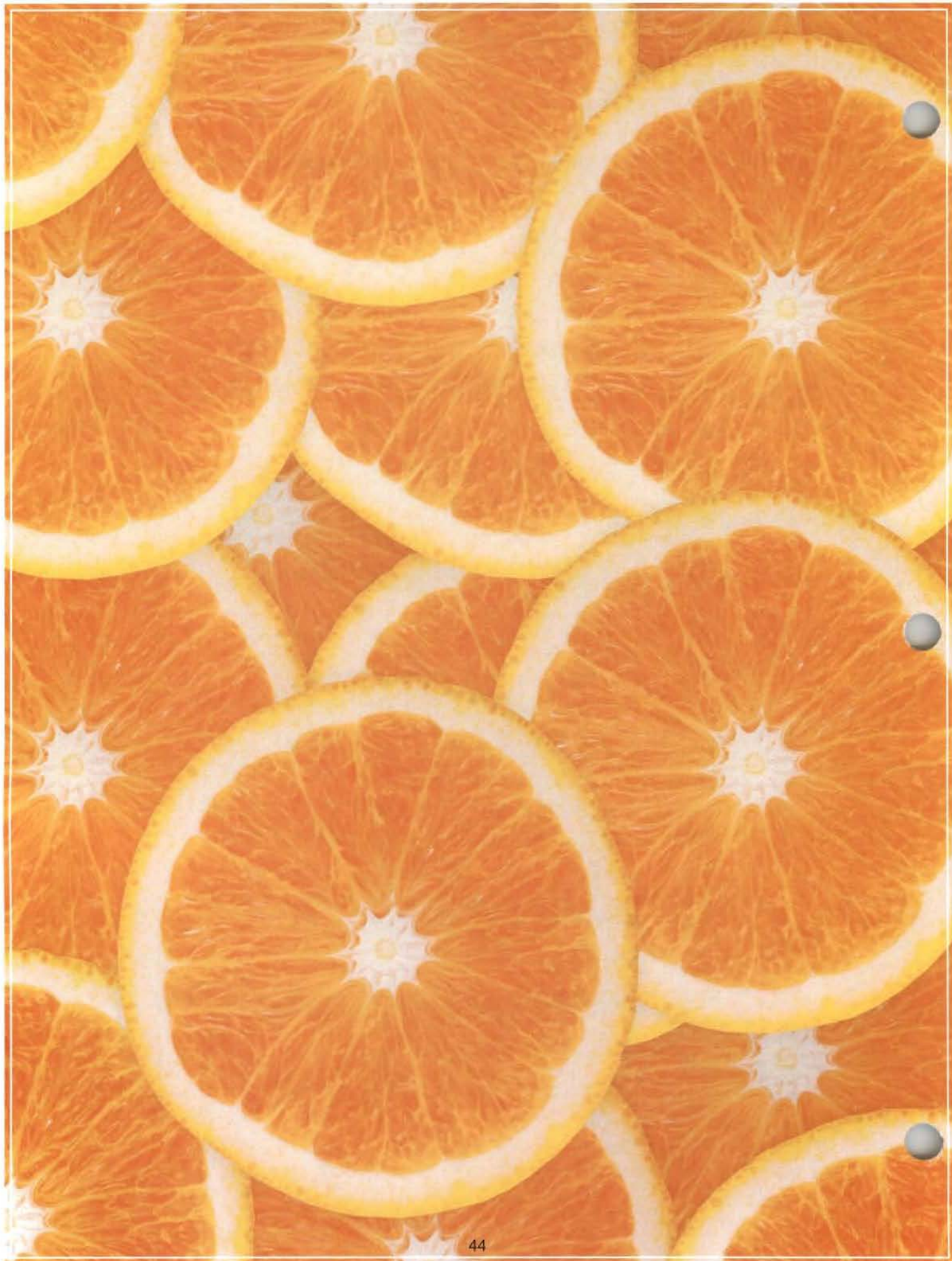


HACCP-001

**FOOD ESTABLISHMENT SELF
INSPECTION CHECKLIST**

LINTONS
Food Service Management

ESTABLISHMENT NAME		ADDRESS			
DATE	CERTIFIED FOODHANDLER	CERTIFICATE NUMBER			
S = SATISFACTORY		NI = NEEDS IMPROVEMENT		U = UNSATISFACTORY	
CONDITIONS NOTED		S	NI	U	COMMENTS
1. Demonstration of Knowledge					
a) Manager and Cook ServSafe and Philadelphia Board of Health certified. Certifications posted.					
b) Food Service Associates ServSafe Food Handler certified. Certifications posted.					
2. Employee Health and Hygiene					
a) Health Awareness forms signed by all employees.					
b) Employee uniforms clean.					
c) No eating, drinking, or tobacco use in kitchen or food service areas					
d) No visible signs of illness- Discharge from eyes, nose, or mouth. No open cuts, sores, other skin conditions, or infection.					
3. Preventing Contamination by Hazards					
a) Hands cleaned and properly washed. Hands washed between glove changes.					
b) No bare hand contact with RTE foods.					
c) Cooking and serving utensils and utensil storage areas clean.					
d) No evidence of insect, rodent, or pest contamination.					
e) Foods kept safe from contamination during preparation, storage, and display. All foods kept off the floor. Exposed foods covered.					
f) Cleaning and sanitation cloths properly stored and used. Water changed out frequently					
h) Fruits and vegetables washed before serving or use.					
g) Single use articles and paper goods properly stored and not re-used.					
h) Hair coverings used by all persons in food service, preparation, or storage areas.					
i) Handwashing reminder signs posted near all handwashing areas and in restrooms.					
j) Cleaning equipment properly set up and used					
k) Sanitizer concentration monitored.					
l) Daily cleaning schedule posted and in use.					
4. Food Receiving Practices					
a) Food obtained from approved source.					
b) Food received at proper temperature and in good condition.					
c) Food receiving records up to date.					
5. Potentially Hazardous Food Time/Temperature					
a) Proper cooking time and temperature.					
b) Proper hot holding and reheating temperatures.					
c) Proper cold holding temperature.					
d) All stored food properly labeled and dated.					
e) All holding and storage temperatures monitored daily.					
e) All displayed food temperatures monitored hourly.					
f) Thermometer provided and accurate. Calibration log in use and up to date.					
g) Approved thawing methods used.					



City of Wilmington



MICHAEL S. PURZYCKI
Mayor

December 22, 2020

John D'amelio
Division of Procurement & Records
Department of Finance
City County Building
800 N. French St
Wilmington, DE 19805

Dear Mr. D'amelio

This letter serves to notify the Finance Department that Parks, and Recreation, Division of Youth and Families Division accepts the bid submitted by Linton Managed Services on contract #21023PR. The bid is for FY21 contract (CACFP) Child Adult Care Food Program in the amount of seven-hundred fifty-six thousand, three-hundred sixty and zero cents (\$756,360.00).

The unit cost of each dinner is as follows: \$2.40 for approximately 1200 Dinners; \$0.90 for approximately 1200 snacks. This acceptance is based on the bid opening that was held on December 8th, 2020.

The actual dollar amount to Lintons Managed Services will be based on the number of meals requested and received by the sponsor.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin F. Kelley, Sr.".

Kevin F. Kelley, Sr
Director
Department of Parks and Recreation

Cc: Nicole Adams, M.Ed.-Manager, Youth & Families Division
Aimee Beam-MPA Education Associate, Community Nutrition Programs
Victoria Fuentes-Cox-Nutrition Coordinator

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 21023PR is on this 22nd of December awarded to Lintons Food Service Management in the amount of \$756,360.00 as per Proposal dated 12/8/20 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 11/20/20.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 11/20/20 & 11/27/20 stated that bids would be opened at 3:00 p.m. on 12/8/20
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 12/8/20. Other persons present at the opening of the bids were: Phil Ceresini & Michael Maldonado.
4. Bids were submitted by the following contractors in the following amounts:

Contractor	Address	Date of Bid	Amount
Lintons Food Service Management	Blue Bell, PA	12/8/20	\$756,360.00
Preferred Meals Systems	Berkeley, IL	12/8/20	\$774,696.00
Revolutions Foods , Inc	Edison, NJ	12/8/20	\$802,200.00

5. City License Number _____

6. 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	12/22/20


Department of Finance, Division of Procurement

LINTONS^o

Food Service Management

FOOD MANAGEMENT SERVICES, INC.

**CONSENT OF SOLE DIRECTOR
IN LIEU OF A MEETING**

The undersigned, being the sole member of the Board of Directors of FOOD MANAGEMENT SERVICES, INC., a Pennsylvania corporation (the "Corporation"), does hereby consent in writing that the following resolutions shall have the same force and effect as if duly adopted at a meeting of the Board of Directors of the Corporation duly called and held in accordance with law and the Bylaws of the Corporation:

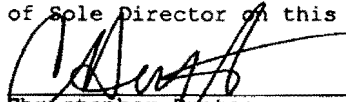
Contract Execution

RESOLVED, that each of the following officers individually is authorized and directed to execute and deliver in the name and on behalf of the Corporation any and all contracts for services by the Corporation to third parties in the ordinary course of business (collectively, "Contracts"), in such forms as the officer executing a Contract deems necessary and desirable, such officer's signature thereon confirming such determination:

<u>Name</u>	<u>Title</u>
Sandra L. White	President and Secretary
Christopher Dunton	CEO and Treasurer

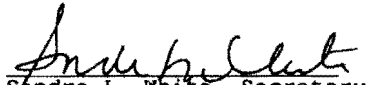
FURTHER RESOLVED, that each officer is authorized and directed to execute and deliver such other and further documents, and to take such other and further actions, as may be necessary or desirable in the opinion of the officer so acting to carry out the foregoing resolution.

IN WITNESS WHEREOF, the undersigned has executed this Consent of Sole Director on this 5th day of March, 2019.



Christopher Dunton

Filed with the undersigned as Secretary of the Corporation as of the day and year aforesaid.



Sandra L. White, Secretary

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

12/29/2020

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

FOOD MANAGEMENT SERVICES, INC.

is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written

Katly Bookman

Secretary of the Commonwealth

Certification Number: TSC201229141552-2

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Satanoff Insurance & Financial Service Agency LLC 939 Radnor Road, Suite 2 Wayne PA 19087	CONTACT NAME: Janessa McCracken PHONE (A/C, No, Ext): (610) 971-2222 FAX (A/C, No): (484) 930-0152 E-MAIL ADDRESS: janessa@satanoffagency.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Food Management Services, Inc dba Lintons Food Management Services 10 Sentry Parkway East, Suite 110 Blue Bell PA 19422	INSURER A: State Automobile Mutual Insurance Company NAIC #: 25135	INSURER B: State Auto Property and Casualty Insurance Co. NAIC #: 25127
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** CL2062608062 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PBP2901751-00	06/27/2020	06/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		BAP2482095-00/BAP2482092-0	06/27/2020	06/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PBP2901751-00	06/27/2020	06/27/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	General Liability - FL		GLP2903637-00	06/27/2020	06/27/2021	Occ - \$1,000,000 Agg-\$2,000,000 Personal/Advertising \$1,000,000 Products/Comp Ops \$2,000,000

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

Certificate Holder is named as Additional Insured when required by written contract executed prior to a loss. All policy terms, conditions and exclusions apply.

CERTIFICATE HOLDER City of Wilmington 800 N French Street, 5th Floor 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 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/20

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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


PRODUCER Robert F Greenwood Assoc., Inc. PO Box 8002 Radnor, PA 19087-8002	CONTACT NAME: Dan Greenwood PHONE (A/C No., Ext): (610)687-3830 E-MAIL ADDRESS: robertgreenwood@verizon.net	FAX (A/C No.): (610)687-9548
	INSURER(S) AFFORDING COVERAGE	
INSURED Food Management Services, Inc. dba Lintons Food Management Services 10 Sentry Parkway East, Ste 110 Blue Bell, PA 19422	INSURER A : Zenith Insurance Co. NAIC # 24066	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	M1256102	06/27/20	06/27/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER City of Wilmington 800 N French St., 5th Floor 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 
--	--

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FORM OF BOND

Know All Men by These Presents, That We, Food Management Services, Inc. T/A
Lintons Food Service Management-----
10 Sentry Parkway Suite 110 Blue Bell, PA 19422
 as principal, and Aegis Security Insurance Company
4507 North Front Street, Suite 200, P.O. Box 3153, Harrisburg, PA 17110

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 Seven Hundred Fifty-Six Thousand, Three Hundred Sixty---- Dollars and 00/100 (\$756,360.00) 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.

Scaled with our seals.

Dated the 1st day of March, 2021 ~~-2020~~

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 **21023PR "CHILD and ADULT CARE FOOD PROGRAM"** dated 1st day of March, 2021 ~~-2020~~, shall well and truly keep, do and perform, each and every, all and singular the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, including the payment in full to all and every person furnishing material or performing labor or service or any of them in and about the construction of said contract and the performance of said contract, all and every sum or sums of money due him, them or any of them, for all such labor, services and/or materials, and shall make good and reimburse the above named The City of Wilmington, a municipal corporation, sufficient funds to pay the cost of completing the contract which the obligee may sustain by reason of any failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

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

Signed, sealed and delivered

**Food Management Services, Inc. T/A
Lintons Food Service Management**

in the presence of:

Kate Clark
Witness

By: Ande Wirt

Sandra L. White
Name Typed or Printed

Aegis Security Insurance Company
Surety Company

By: Lynn M. Wheelock
Lynn M. Wheelock, Attorney-In-Fact (Seal)

**4507 North Front Street, Suite 200
Address: P.O. Box 3153, Harrisburg, PA 17110**

Telephone: 610-397-0570

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

THIS AGREEMENT made the *1st* day of *March* in the year **Two Thousand**
~~Twenty~~ *Twenty-one* 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 **Lintons Food Service Management**
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
21023PR "CHILD AND ADULT CARE FOOD PROGRAM " for the **Department of Parks
and Recreation** in accordance with Advertisement for Bids by the Department of Finance,
Division of Procurement and Records date **11/20/20 & 11/27/20** and specifications identified as
Contract No. **21023PR** 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 **Seven Hundred Fifty-Six Thousand, Three Hundred Sixty---**
Dollars and 00/100 (\$756,360.00) as per Proposal dated **12/8/20** to the Department of Finance,
Division of Procurement and Records.

Article 3. In the performance of this Contract, the parties agree that they shall not discriminate
or harass, or permit discrimination or harassment, against any person because of age sex, 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:

THE CITY OF WILMINGTON

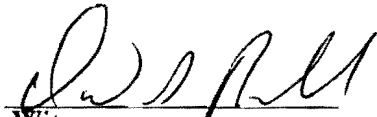
Witness

By: _____
Michael S. Purzycki, Mayor

ATTEST:

City Clerk

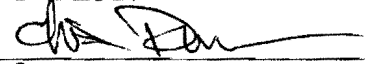
Lintons Food Service Management



Witness

By: Sandy White
President (Seal)

ATTEST:



Secretary *Sandy White*

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY'S
GENERAL OBLIGATION BOND, SERIES OF 2021-SRF, IN ORDER TO
PROVIDE THE FUNDS NECESSARY FOR CAPITAL PROJECTS OF THE
CITY OF WILMINGTON, RELATING TO THE CITY'S 15TH AND
WALNUT STREET COMBINED SEWER OVERFLOW SEPARATION
PROJECT; PROVIDING FOR THE SALE OF THE 2021 BOND TO THE
DELAWARE WATER POLLUTION CONTROL REVOLVING FUND; AND
AUTHORIZING OTHER NECESSARY ACTION**

#0013 **WHEREAS**, the City of Wilmington (the "City") has determined to undertake a project in the City consisting of the separation of stormwater runoff from combined sewer overflow (CSO) with respect to two recently built housing projects and one block of Walnut Street, routing runoff through green infrastructure best management practices to capture the initial one to two inches of precipitation through a combination of rain gardens, subsurface trenches, and bioswales, all as specified in the City's capital budget for its Fiscal Year ending June 30, 2016 (collectively, the "Project"); and

Sponsor:

**Council
Member
Johnson**

Co-Sponsor: **WHEREAS**, in order to finance the Project and pay certain administrative costs relating to the Project and the costs of issuing the 2021 Bond (as hereinafter defined), the City has determined to issue its General Obligation Bond, Series of 2021-SRF (the "2021 Bond"), in a principal amount not to exceed \$1,369,500; and

**Council
Member
Oliver**

WHEREAS, the City has heretofore adopted the General Obligation Bond Ordinance, 83-019, Division 4 of Article VI of Chapter 2 of the Wilmington City Code (the "General Ordinance"), authorizing the City to issue general obligation bonds secured by a pledge of the City's full faith, credit and taxing power, for the purpose of, among other things, paying the costs of capital projects; and

WHEREAS, this Ordinance is a Supplemental Ordinance adopted pursuant to the General Ordinance and provides for the issuance and sale of the 2021 Bond.

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

SECTION 1. Defined Terms. Terms used in this Ordinance and not otherwise defined shall have the meaning specified in the General Ordinance.

SECTION 2. Authorization of the 2021 Bond. The City hereby authorizes the issuance of its General Obligation Bond, Series of 2021-SRF, or such other series designation as the Bond Committee (as defined herein) shall determine, in a principal amount not to exceed \$1,369,500 pursuant to and in accordance with the General Ordinance, as supplemented by this Ordinance and the Bond Committee Resolution (as defined herein) for the purpose of financing the Project. The 2021 Bond shall be sold to the Delaware Water Pollution Control Revolving Fund.

The 2021 Bond shall be in such principal amount (not exceeding \$1,369,500), shall bear such rate or rates of interest, shall mature in such principal amounts and on such dates, shall be subject to redemption, shall be sold at such price and in such manner, and shall be in such form and contain or be subject to such other terms and conditions, as shall be determined in the Resolution (the “Bond Committee Resolution”) adopted by the City of Wilmington Bond Committee (the “Bond Committee”).

SECTION 3. Execution of the 2021 Bond. The 2021 Bond shall be executed by the manual or facsimile signatures of the Mayor, the City Treasurer and the City Auditor, and by the manual or facsimile impression of the City seal, both attested by the manual or facsimile signature of the City Clerk or Deputy City Clerk.

SECTION 4. Security for the 2021 Bond. The full faith, credit and taxing power of the City is hereby pledged to the prompt payment of the principal of, premium, if any, and the interest on the 2021 Bond. The 2021 Bond shall be the direct and unlimited obligation of the City, and unless paid from other sources, the City shall levy *ad valorem* taxes upon all taxable property in the City for the payment of the 2021 Bond subject to the limitation contained in applicable law.

SECTION 5. Further Action. The appropriate officers of the City are hereby authorized and directed to take all such action, execute, deliver, file and record all such documents, publish all notices and otherwise carry out the intent of the General Ordinance and this Ordinance in the name of and on behalf of the City.

SECTION 6. Inconsistent Provisions. In the event that any provision of the 2021 Bond, or any term or condition contained in any agreement relating to the 2021 Bond, shall be inconsistent with any of the provisions of the General Ordinance, the provision of the 2021 Bond, this Ordinance and such agreement shall be controlling with respect to the 2021 Bond and such agreement.

SECTION 7. Relation to General Ordinance. This Ordinance is supplemental to the General Ordinance and all sections of the General Ordinance, except as modified herein in accordance therewith, are applicable to the 2021 Bond authorized hereunder.

SECTION 8. Effective Date. This Ordinance shall become effective upon its passage by Council and approval by the Mayor.

First Reading..... February 4, 2021
Second Reading..... February 4, 2021
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance authorizes the issuance of a General Obligation Bond, Series of 2021-SRF, in an amount not to exceed \$1,369,500, which will be sold to the Delaware Water Pollution Control Revolving Fund in order to (i) finance capital projects of the City, specifically, the separation of stormwater runoff from combined sewer overflow (CSO) with respect to two recently built housing projects and one block of Walnut Street, routing runoff through green infrastructure best management practices to capture the initial one to two inches of precipitation through a combination of rain gardens, subsurface trenches, and bioswales, as set forth in the City's capital budget for its Fiscal Year ending June 30, 2016, (ii) pay administrative costs relating to such capital projects, and (iii) pay the costs of issuing the 2021 Bond.

W0113147

**AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT
BETWEEN THE CITY OF WILMINGTON AND THE LERRO
CORPORATION FOR ON-SITE ENGINEERING SERVICES FOR THE WITN
TV STATION**

#0014

Sponsor:

**Council
Member
Johnson**

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 desires to enter into an agreement (the “Agreement”) with The Lerro Corporation (“Lerro”) for on-site engineering services for the WITN TV station, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, the term of the Agreement is for the period from March 1, 2021 through December 31, 2024, at an estimated price of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month; and

WHEREAS, it is the recommendation of City Council that the City enter into the Agreement with Lerro for the period from March 1, 2021 through December 31, 2024.

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

SECTION 1. The Agreement between the City of Wilmington and The Lerro Corporation, a copy of which Agreement, in substantial form, is attached hereto as Exhibit “A,” for the period from March 1, 2021 through December 31, 2024, at an estimated price of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month, is hereby approved, and the President of City Council, or his designee, is hereby authorized to execute as many copies of the Agreement, as well as take all additional undertakings related thereto, as may be necessary.

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

First Reading..... February 4, 2021
Second Reading..... February 4 , 2021
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of an agreement with The Lerro Corporation for on-site engineering services for the WITN TV Station for the period from March 1, 2021 through December 31, 2024, at an estimated price of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract for the period from March 1, 2021 through December 31, 2024, at an estimated price of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month and a total estimated price of Fifty-Seven Thousand Five Hundred Dollars (\$57,500.00).

W0113194

EXHIBIT A

**AGREEMENT BETWEEN THE CITY OF WILMINGTON
AND THE LERRO CORPORATION**

THIS AGREEMENT (this “Agreement”), dated the ____ day of _____, 2021, is made by and between the **CITY OF WILMINGTON** (the “City”), by and through Wilmington City Council, and **THE LERRO CORPORATION** (“Lerro”).

WHEREAS, the City desires to obtain on-site engineering services at the WITN TV station on a monthly basis; and

WHEREAS, the City has engaged Lerro to perform the aforementioned services.

NOW THEREFORE, WITNESSETH that the City and Lerro, in connection with their mutual promises made below, agree as follows:

- A. Scope of Services.** Lerro shall provide on-site engineering services to the City at the City’s WITN TV station on a monthly basis as directed by the City. These services shall include, but not be limited to, the services specified herein.
- (1) Lerro shall provide at least one (1) monthly on-site visit to the City to perform engineering services, including, but not limited to, maintenance checks of all video equipment. The City is entitled to a maximum of two (2) on-site visits per month.
 - (2) WITN will keep a list of work that needs to be performed by Lerro. On the scheduled service day(s), Lerro shall complete as much of that work as possible. Lerro shall perform the jobs that WITN prioritizes as the most important first. Lerro shall use the remainder of the service day(s) for routine preventive maintenance. Routine preventive maintenance includes cleaning all video recorders, equipment setup, and adjustment or reconfiguration of equipment.
 - (3) If there is unfinished work that cannot wait until the next month’s service time, Lerro shall perform the work during the current month and either bill the City for the additional time at a rate agreed upon by the City and Lerro or use the scheduled service time for the next month to complete the unfinished work in the current month. If such a situation arises, Lerro shall contact the City and allow the City to choose the option it prefers.
 - (4) On-site repair, if possible, of any malfunction that occurs during normal use of the equipment shall be covered by this Agreement.
- B. Term.** The term of this Agreement shall be from March 1, 2021 to December 31, 2024.
- C. Compensation.** For services rendered by Lerro to the City under this Agreement, the City shall pay to Lerro One Thousand Two Hundred Fifty Dollars (\$1,250.00)

per month, for a total amount of Fifteen Thousand Dollars (\$15,000.00) per year. The monthly service charge does not include the cost of replacement parts or repairs to equipment that must be sent to Lerro’s service facility for repairs. Lerro shall submit monthly bills and reports of its services to the City starting one month from the commencement date of this Agreement. The City shall make payments for Lerro’s services within thirty (30) days of receipt of undisputed invoices for the services. In the event that any funds paid by the City under this Agreement are used for purposes other than those specifically stated herein or otherwise approved by the City in writing, Lerro may be required to reimburse the City up to the total amount of such funds.

- D. **General Terms and Conditions.** The City of Wilmington General Terms and Conditions, attached as Exhibit A to this Agreement, are incorporated herein and shall become an integral part of this Agreement.
- E. **Time.** Time is of the essence in this Agreement.
- F. **Lack of Waiver.** Failure by the City to enforce any term of this Agreement shall not constitute a waiver of such term in the future or prevent the City from enforcing such term or otherwise strictly exercising all of its rights under this Agreement at any time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

CITY OF WILMINGTON

Witness

Ernest “Trippi” Congo
City Council President
800 North French Street, 9th Floor
Wilmington, DE 19801

THE LERRO CORPORATION

Witness

Matthew Murphy
Secretary Treasurer
Valley Forge Corporate Center
905 Madison Avenue
Norristown, PA 19403

EXHIBIT A

CITY OF WILMINGTON GENERAL TERMS AND CONDITIONS

(the Agreement as supplemented by these General Terms and Conditions shall hereinafter be referred to collectively as the “Agreement”)

1. **Insurance Coverage.** The Lerro Corporation (the “Contractor”) shall provide insurance coverage for itself and all of its employees, if any, used in connection with the Agreement as follows: workers’ compensation as required by law; comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00); and professional liability coverage in the minimum amount of One Million Dollars (\$1,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City of Wilmington (“City”). Contractor shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.

2. **Use of Subcontractors.** Contractor may use qualified consultants, subconsultants, or subcontractors to perform the services required under this Agreement upon the approval of the City.

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

4. **Indemnification.** Contractor shall defend, indemnify, and hold harmless the City, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorneys’ fees, resulting from the negligent acts or omissions of Contractor, its employees, agents, subcontractors, consultants, or subconsultants in performing the services required under this Agreement.

5. **Records.** Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. Such records shall be made available for audit purposes to the City or its authorized representatives upon request.

6. **Reports and Information.** Contractor, at such time and in such form as the City may require, shall furnish the City such reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement.

7. **Business License.** Contractor shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.

8. **Taxes.** Contractor shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

9. **Findings Confidential.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copies, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Contractor under this Agreement are confidential, and Contractor agrees that such documents shall not be made available to anyone, without the prior written approval of the City.

10. **Ownership of Information.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copies, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by Contractor in connection with this Agreement shall become the exclusive property of the City for use by the City as the City deems appropriate. Contractor may keep copies of such documents for its records. Any reuse of the documents without the Contractor's written consent shall be at user's risk and responsibility.

11. **Notices.** Any notice which is required or may be given in connection with this Agreement shall be addressed to the parties as follows:

The City:

Yesenia Taveras
Wilmington City Council
800 North French Street, 9th Floor
Wilmington, DE 19801

The Contractor:

Matthew Murphy
Valley Forge Corporate Center
905 Madison Avenue
Norristown, PA 19403

12. **Independent Contractor.** Contractor (and its employees and agents) is an independent contractor and not an employee or agent of the City.

13. **Oral Modifications.** This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

14. **Conflict Between Provisions.** To the extent that there is any conflict between these General Terms and Conditions and other portions of the Agreement, the terms set forth in these General Terms and Conditions shall govern.

15. Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the City and Contractor, and their respective legal representatives, successors, and assigns.

16. Termination. The City may terminate this Agreement at its convenience upon two weeks' notice. In the event of termination, the City shall pay to Contractor any fees then due for services performed by Contractor through the effective date of termination, if such services have been performed as specified in the Agreement. Contractor, upon receipt of such payment, shall deliver to City any deliverables, reports, or other documents to the extent then completed.

17. Severability. The Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

18. Payment. Payment shall be made by the City to the Contractor as provided in this Agreement after the satisfactory completion of the work specified in this Agreement and upon proper, undisputed invoice to the City.

19. Applicable Law and Dispute Resolution. The laws of the State of Delaware shall govern this Agreement. All disputes in connection with this Agreement shall be resolved by the courts of New Castle County, Delaware. Contractor agrees to submit exclusively to the jurisdiction and venue of said courts.

20. Signed Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

AN ORDINANCE CONSTITUTING AMENDMENT NO. 2 TO THE FISCAL YEAR 2021 OPERATING BUDGET (BEING AN ORDINANCE TO AMEND SUBSTITUTE NO. 1 TO ORDINANCE NO. 20-016)

#0015 **WHEREAS**, City Council has enacted Substitute No. 1 to Ordinance No. 20-016, the
Sponsor: Annual Operating Budget for Fiscal Year 2021; and

Council Member Johnson **WHEREAS**, Council deems it necessary and appropriate to amend the Annual Operating Budget for Fiscal Year 2021 to increase the Public Works Department Water/Sewer Fund Materials, Supplies, and Equipment account group budget appropriation by \$2,500,000 to cover increased Class B biosolids disposal costs resulting from damage to the sludge dryer at the City’s Renewable Energy Biosolids Facility; and

WHEREAS, in consideration of the foregoing, Council deems it necessary and appropriate to amend the Annual Operating Budget for Fiscal Year 2021 as set forth herein.

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

SECTION 1. The following financial program is hereby adopted for Fiscal Year 2021, and appropriations are hereby made from the various operating and special funds to the Council, the Mayor, and all offices, departments, boards, and commissions, as indicated in the following sections.

SECTION 2. Appropriations in the sum of \$179,197,896 are hereby made from a general fund, as follows:

TO THE MAYOR:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$3,684,146	\$77,031	\$3,761,177
Materials, Supplies, and Equipment	1,553,725	0	1,553,725
Special Purpose	0	0	0
Debt Service	2,994,340	0	2,994,340
Total	\$8,232,211	\$77,031	\$8,309,242

TO THE DIRECTOR OF THE OFFICE OF MANAGEMENT AND BUDGET - CONTINGENCIES:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Contingent Reserves	\$500,000	\$0	\$500,000
Total	\$500,000	\$0	\$500,000

The Director of the Office of Management and Budget is authorized to transfer to each office, department, board, or commission such portions of the Contingent Reserves that will be sufficient to pay for unanticipated budgetary expenses.

TO THE DIRECTOR OF THE OFFICE OF MANAGEMENT AND BUDGET - SNOW AND WEATHER EMERGENCIES:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Snow and Weather Emergencies	\$172,000	\$0	\$172,000
Total	\$172,000	\$0	\$172,000

The Director of the Office of Management and Budget is authorized to transfer to each office, department, board, or commission such portions of the foregoing sum that, taken with amounts otherwise available to each such office, department, board, or commission, will be sufficient to pay for the contractual cost, overtime cost, materials, supplies, and equipment cost of emergency snow removal and weather emergencies.

TO THE PLANNING DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,106,047	\$38,649	\$1,144,696
Materials, Supplies, and Equipment	217,724	0	217,724
Special Purpose	0	0	0
Debt Service	121,082	0	121,082
Total	\$1,444,853	\$38,649	\$1,483,502

TO THE CITY COUNCIL:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,361,187	\$773,846	\$2,135,033
Materials, Supplies, and Equipment	409,776	177,352	587,128
Special Purpose	8,000	0	8,000
Debt Service	1,220	35,831	37,051
Total	\$1,780,183	\$987,029	\$2,767,212

TO THE CITY TREASURER:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$354,811	\$508,280	\$863,091
Materials, Supplies, and Equipment	130,646	5,110,952	5,241,598
Total	\$485,457	\$5,619,232	\$6,104,689

TO THE AUDITING DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$628,718	\$0	\$628,718
Materials, Supplies, and Equipment	230,543	0	230,543
Total	\$859,261	\$0	\$859,261

TO THE LAW DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$2,085,756	\$0	\$2,085,756
Materials, Supplies, and Equipment	457,499	0	\$457,499
Total	\$2,543,255	\$0	\$2,543,255

TO THE FINANCE DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$5,337,111	\$0	\$5,337,111
Materials, Supplies, and Equipment	4,233,773	0	4,233,773
Program and Activities	0	0	0
Debt Service	64,419	0	64,419
Total	\$9,635,303	\$0	\$9,635,303

TO THE DEPARTMENT OF COMMERCE			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Debt Service	\$73,269	\$0	\$73,269
Total	\$73,269	\$0	\$73,269

TO THE HUMAN RESOURCES DEPARTMENT			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,816,275	\$0	\$1,816,275
Materials, Supplies, and Equipment	332,803	0	332,803
Debt Service	25,791	0	25,791
Total	\$2,174,869	\$0	\$2,174,869

TO THE DEPARTMENT OF LICENSES AND INSPECTIONS (L&I):			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$4,206,365	\$0	\$4,206,365
Materials, Supplies, and Equipment	997,938	0	997,938
Debt Service	8,558	0	8,558
Programs and Activities	0	0	0
Total	\$5,212,861	\$0	\$5,212,861

TO THE DEPARTMENT OF L&I FOR ANIMAL CONTROL:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Special Purpose	\$256,385	\$0	\$256,385
Total	\$256,385	\$0	\$256,385
DEPARTMENT OF L&I TOTAL	\$5,469,246	\$0	\$5,469,246

TO THE DEPARTMENT OF PARKS AND RECREATION:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$4,436,877	\$609,368	\$5,046,245
Materials, Supplies, and Equipment	2,293,273	814,564	3,107,837
Debt Service	1,530,537	0	1,530,537
Programs and Activities	0	0	0
Total	\$8,260,687	\$1,423,932	\$9,684,619

TO THE FIRE DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$21,567,709	\$0	\$21,567,709
Materials, Supplies, and Equipment	2,426,211	201,369	2,627,580
Debt Service	1,411,678	0	1,411,678
Programs and Activities	0	0	0
Total	\$25,405,598	\$201,369	\$25,606,967

TO THE POLICE DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$51,582,884	\$1,385,794	\$52,968,678
Materials, Supplies, and Equipment	7,845,553	542,388	8,387,941
Debt Service	251,069	0	251,069
Programs and Activities	0	0	0
Total	\$59,679,506	\$1,928,182	\$61,607,688

TO THE DEPARTMENT OF PUBLIC WORKS:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$9,819,002	\$0	\$9,819,002
Materials, Supplies, and Equipment	11,337,103	1,233,853	12,570,956
Debt Service	4,633,650	0	4,633,650
Programs and Activities	0	0	0
Total	\$25,789,755	\$1,233,853	\$27,023,608

TO THE DEPARTMENT OF PUBLIC WORKS-			
THE BOARD OF EXAMINING ENGINEERS:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$0	\$0	\$0
Materials, Supplies, and Equipment	0	0	0
Total	\$0	\$0	\$0

TO THE DEPARTMENT OF REAL ESTATE AND HOUSING:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$285,142	\$827,326	\$1,112,468
Materials, Supplies, and Equipment	2,040,996	143,498	2,184,494
Debt Service	622,815	0	622,815
Programs and Activities	0	2,761,746	2,761,746
Pass-Through	0	0	0
Total	\$2,948,953	\$3,732,570	\$6,681,523

TO THE DEPARTMENT OF INFORMATION TECHNOLOGIES

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$2,166,427	\$0	\$2,166,427
Materials, Supplies, and Equipment	5,949,389	0	5,949,389
Debt Service	385,827	0	385,827
Programs and Activities	0	0	0
Total	\$8,501,643	\$0	\$8,501,643

SECTION 3. The Director of Finance is authorized upon transfer of any function from one office, department, board, or commission to another office, department, board, or commission to transfer to the successor office, department, board, or commission those portions that pertain to the function transferred.

SECTION 4. Whenever, pursuant to the provisions of Section 8-401 of the Charter, employees of any office, department, board, or commission are used by another office, department, board, or commission, the compensation of such employees for the period of such use may, at the discretion of the Director of Finance, be charged against the applicable

appropriations to the using office, department, board, or commission.

SECTION 5. Appropriations in the sum of \$80,307,833 are made from the Water/Sewer Fund as follows:

TO THE DEPARTMENT OF FINANCE - WATER/SEWER BILLING:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$2,496,564	\$0	\$2,496,564
Materials, Supplies, and Equipment	4,338,987	0	4,338,987
Debt Service	79,829	0	79,829
Total	\$6,915,380	\$0	\$6,915,380

TO THE AUDITING DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Materials, Supplies, and Equipment	\$97,080	\$0	\$97,080
Total	\$97,080	\$0	\$97,080

TO THE DEPARTMENT OF PUBLIC WORKS:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$9,258,087	\$0	\$9,258,087
Materials, Supplies, and Equipment	57,515,564	0	57,515,564
Debt Service	6,521,722	0	6,521,722
Total	\$73,295,373	\$0	\$73,295,373

SECTION 6. Appropriations in the sum of \$38,090,959 are made from the Intragovernmental Service Fund as follows:

TO THE DEPARTMENT OF PUBLIC WORKS:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$0	\$0	\$0
Materials, Supplies, and Equipment	7,752,524	0	7,752,524
Debt Service	267,062	0	267,062
Total	\$8,019,586	\$0	\$8,019,586

TO THE HUMAN RESOURCES DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,140,169	\$0	\$1,140,169
Materials, Supplies, and Equipment	5,358,218	0	5,358,218
Special Purpose	23,572,986	0	23,572,986
Total	\$30,071,373	\$0	\$30,071,373

The personal services, materials, supplies, and equipment provided for herein shall be allocated among and paid for by the departments receiving intragovernmental services. The Director of Finance is hereby authorized to transfer funds from the accounts of departments using such intragovernmental services and to adjust upwards the appropriations contained herein for intragovernmental services so long as appropriated funds are available to pay for such services. The appropriations made herein shall be wholly payable from the appropriations for materials, supplies, and equipment made to departments receiving intragovernmental services and the limitations of Wilmington Charter Section 2-300(6) shall not apply.

Appropriations to the Human Resources Department include ongoing funding of the Risk Management Program, pursuant to the provisions of Wilmington City Code, Chapter 2, Article VI, Division 8.

SECTION 7. Appropriations in the sum of \$15,241,847 not subject to the limitations of Wilmington Charter Section 2-300(6), are included in the appropriations of Sections 2, 5, and 6, under the heading “Special”. These appropriations of special funds are made contingent upon the receipt of funds and shall be utilized in the manner prescribed by the statutes, ordinances, regulations, resolutions, and/or grants from which they derive. In the event new funds are received or funds are received in greater or lesser amounts than appropriated above, spending shall be adjusted upward or downward in accordance with the funds available. In no

event shall spending of the special funds herein provided for exceed the amounts actually received or otherwise made available.

SECTION 8. Except as otherwise provided by this Ordinance, special funds, heretofore established pursuant to any ordinances, statutes, resolutions, and/or grants shall continue to be utilized in Fiscal Year 2021 for the purpose and in the manner prescribed by such ordinances, statutes, resolutions, and/or grants to the extent that they are consistent with the provisions of the Wilmington Home Rule Charter.

When, under the Charter, an appropriation is a prerequisite to the payment of money from such special funds, this section shall be construed as an appropriation of the full proceeds of such funds for the purposes heretofore authorized by such ordinances, statutes, resolutions and/or grants.

SECTION 9. The amounts herein appropriated for materials, supplies, and equipment shall be deemed to be available for encumbrance upon the effective date of this Ordinance, to the extent necessary to facilitate the operations of the various offices, departments, boards, and commissions for Fiscal Year 2021, provided that no services shall be rendered prior to July 1, 2020, and no materials, supplies, and equipment acquired shall be used in Fiscal Year 2020, except to the extent required to prepare for Fiscal Year 2021 operations.

SECTION 10. A. Position Allocation. Attachment “A” hereto sets forth the positions authorized to be filled between July 1, 2020 and June 30, 2021. Pursuant to Section 40-36 of the City Code, any previously existing classifications and allocation of classifications are hereby abolished. Hereinafter, no additional positions shall be created or allocated without review and approval by the Administrative Board and designation by ordinance of the City Council, except that nothing in this Ordinance shall preclude the hiring and payment of

employees filling positions where monies other than those appropriated by this Ordinance are available. Notwithstanding the foregoing, the Director of Human Resources shall have the authority to amend the Fire Department positions on Attachment “A” for Fiscal Year 2021, subject to the review and approval of the Administrative Board, without any further action of City Council.

B. Executive and Managerial Salary Program and Salary Review Matrix. Attachment “B” hereto sets forth for Fiscal Year 2021 the positions that are in the executive and management salary program, the salary review matrix, and the declared maximum salary rates for Department Heads, pursuant to the provisions of Wilmington City Code, Chapter 40, Article II, Division 3, as amended by Substitute No. 1 to Ordinance No. 04-010.

C. Non-Union Employee Salaries. Attachment “C” hereto sets forth the Non-Union Salaries and the Grades and Steps for the same for Fiscal Year 2021.

SECTION 11. All unencumbered balances on hand as of July 1, 2021, held by any office, department, board, or commission named in Sections 2, 5, and 6 of this Ordinance shall revert to the City of Wilmington Current Account.

SECTION 12. In order to balance the Fiscal Year 2021 General Fund Operating Budget, the use of up to \$5.8 million from the Tax Stabilization Reserve portion of General Fund Balance is hereby authorized for Fiscal Year 2021.

SECTION 13. In order to balance the Fiscal Year 2021 Water/Sewer Fund Operating Budget, the use of up to \$2.5 million from the Water/Sewer Fund Rate Stabilization Reserve is hereby authorized for Fiscal Year 2021.

SECTION 14. A fund balance transfer of \$1.25 million from the Tax Stabilization Reserve portion of General Fund Balance to the Economic Strategic Fund is hereby authorized

for Fiscal Year 2021.

SECTION 15. Effective Date. This Ordinance shall be deemed effective as of its date of passage by City Council and approval by the Mayor.

First Reading February 4, 2021
Second Reading February 4, 2021
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS & FISCAL IMPACT: This Ordinance is the second amendment to the Fiscal Year 2021 Operating Budget Ordinance. It increases the Public Works Department Water/Sewer Fund Materials, Supplies, and Equipment Fiscal Year 2021 account group budget appropriation by \$2,500,000 to pay for increased Class B biosolids disposal costs resulting from damage to the sludge dryer at the City’s Renewable Energy Biosolids Facility. The fiscal impact to the Water/Sewer Fund is an increase of \$2,500,000 in expenditures, which will be funded by utilizing the Water/Sewer Fund Rate Stabilization Reserve.

W0113127

ATTACHMENT A

Fiscal Year 2021
DEPARTMENTAL POSITION ALLOCATION LIST

Fund: General
Department: Mayor's Office

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Mayor	1.00	Ext	1.00	0.00
Mayor's Chief of Staff	1.00	E 11	1.00	0.00
Deputy Chief of Staff for Fiscal and Management Operations	1.00	E 10	1.00	0.00
Deputy Chief of Staff for Policy and Communications	1.00	E 10	1.00	0.00
Director of Economic Development	1.00	E 09	1.00	0.00
Deputy Director of Economic Development	1.00	E 07	1.00	0.00
Emergency Management Director	1.00	E 07	0.50	0.50
Special Assistant to the Mayor	1.00	E 07	1.00	0.00
Director of Cultural Affairs	1.00	E 06	1.00	0.00
Policy Analyst	1.00	E 06	1.00	0.00
Best Practices/Innovation Specialist	1.00	E 05	1.00	0.00
Director of Constituent Services	1.00	E 05	1.00	0.00
Arts & Cultural Outreach Specialist	1.00	E 04	1.00	0.00
Digital and Social Media Manager	1.00	E 04	1.00	0.00
Economic Development Project Manager I	1.00	E 04	1.00	0.00
Office Manager/Administrative Assistant	1.00	E 04	1.00	0.00
Marketing and Special Projects Coordinator	1.00	E 04	1.00	0.00
Special Assistant	1.00	E 04	1.00	0.00
Special Assistant for Community Engagement	1.00	E 04	1.00	0.00
Communications Specialist	1.00	E 03	1.00	0.00
Community Referral Specialist	1.00	E 03	1.00	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Constituent Services Officer	2.00	E 02	2.00	0.00
Mayor's Office Receptionist	1.00	E 01	1.00	0.00
Budget Director	1.00	M 08	1.00	0.00
Assistant Budget Director	1.00	M 06	1.00	0.00
Small and Minority Business Development Manager	1.00	M 05	1.00	0.00
Fiscal & Operations Analyst	3.00	S	3.00	0.00
Civil Appeals Administrator	1.00	N	1.00	0.00
Constituent Services Project Specialist	1.00	N	1.00	0.00
Constituent Services Representative	1.00	G	1.00	0.00
DEPARTMENT TOTAL	34.00		33.50	0.50

Fund: General
Department: Information Technologies
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Information Technologies	1.00	M 07	1.00	0.00
Application Support Specialist II	2.00	T	2.00	0.00
Senior Information Desktop Engineer	1.00	S	1.00	0.00
Mapping & Graphics Manager	1.00	S	1.00	0.00
Information Systems Administrator	1.00	S	1.00	0.00
Network Technician	1.00	R	1.00	0.00
Information Help Desk Coordinator	1.00	Q	1.00	0.00
Information Desktop Engineer	1.00	P	1.00	0.00
Information Help Desk Engineer	3.00	P	3.00	0.00
Application Support Specialist I	1.00	P	1.00	0.00
Telephony Analyst	1.00	O	1.00	0.00
Webmaster	1.00	O	1.00	0.00
Information Analyst I	1.00	N	1.00	0.00
IT Office Coordinator	1.00	M	1.00	0.00
Mapping Technician II	1.00	L	1.00	0.00
Communications Assistant	1.00	G	1.00	0.00
Document Management Technician	1.00	G	1.00	0.00
IT Support Services Technician	1.00	D	1.00	0.00
DEPARTMENT TOTAL	21.00		21.00	0.00

Fund: General
Department: Planning
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Planning and Development	1.00	E 08	1.00	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Planning Manager	1.00	M 07	1.00	0.00
Planning Grants Coordinator	1.00	M 05	1.00	0.00
Senior Planner Design & Review	1.00	T	1.00	0.00
Senior Planner III	1.00	S	1.00	0.00
Senior Planner II	1.00	R	1.00	0.00
Planner II	2.00	Q	1.55	0.45
Planner I	1.00	N	1.00	0.00
DEPARTMENT TOTAL	10.00		9.55	0.45

Fund: General
Department: City Council
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
President of City Council	1.00	Ext	1.00	0.00
Finance Chairman	1.00	Ext	1.00	0.00
President Pro Tempore	1.00	Ext	1.00	0.00
Council Members	10.00	Ext	10.00	0.00
Chief of Staff	1.00	Ext	0.75	0.25
Legislative & Community Director	1.00	Ext	1.00	0.00
City Clerk	1.00	Ext	1.00	0.00
Deputy Station Manager	1.00	Ext	0.00	1.00
Digital & Media Content Producer	1.00	Ext	0.00	1.00
Digital Media & Web Content Creator	1.00	Ext	0.00	1.00
Executive Administrative Assistant	1.00	Ext	1.00	0.00
Strategy & Policy Director	1.00	Ext	1.00	0.00
Legislative Administrative Assistant	1.00	Ext	0.50	0.50
Legislative Administrative Assistant/Deputy City Clerk	1.00	Ext	1.00	0.00
Producer	2.00	Ext	0.00	2.00
Senior Producer/On-Air Talent	1.00	Ext	0.00	1.00
Senior Producer	1.00	Ext	0.00	1.00
Station Manager-WITN	1.00	Ext	0.00	1.00
DEPARTMENT TOTAL	28.00		19.25	8.75

Fund: General
Department: City Treasurer
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
City Treasurer	1.00	Ext	0.50	0.50
Deputy Treasurer	1.00	Ext	0.50	0.50
Administrative Assistant to the City Treasurer	1.00	Ext	0.50	0.50
Pension Manager	1.00	Ext	0.00	1.00
Debt Manager/System Coordinator	1.00	Ext	0.50	0.50
Senior Treasury Analyst	2.00	Q	1.00	1.00
DEPARTMENT TOTAL	7.00		3.00	4.00

Fund: General
Department: City Auditor
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
City Auditor	1.00	E 08	1.00	0.00
Auditing Manager	1.00	M 06	1.00	0.00
Senior Auditor	3.00	S	3.00	0.00
DEPARTMENT TOTAL	5.00		5.00	0.00

Fund: General
Department: Law
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
City Solicitor	1.00	E 10	1.00	0.00
Deputy City Solicitor	1.00	E 09	1.00	0.00
Senior Assistant City Solicitor	3.00	E 08	3.00	0.00
Assistant City Solicitor	5.00	E 07	5.00	0.00
Legal Office Administrator	1.00	M 04	1.00	0.00
Litigation Assistant	1.00	P	1.00	0.00
Real Estate Legal Coordinator	1.00	P	1.00	0.00
Legal Assistant II	1.00	O	1.00	0.00
Nuisance Property Administrator	1.00	O	1.00	0.00
Legal Assistant I	2.00	M	2.00	0.00
DEPARTMENT TOTAL	17.00		17.00	0.00

Fund: General
Department: Finance
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Finance	0.50	E 10	0.50	0.00
Deputy Director of Finance	0.60	E 08	0.60	0.00
Administrative Assistant II	0.75	E 02	0.75	0.00
Principal Analyst	0.50	M 06	0.50	0.00
Procurement Manager	1.00	M 06	1.00	0.00
Accounting Manager	0.65	M 06	0.65	0.00
Customer Service Manager	0.50	M 06	0.50	0.00
Revenue Manager	0.35	M 06	0.35	0.00
Tax Manager	1.00	M 06	1.00	0.00
Senior Financial Analyst	0.80	M 05	0.80	0.00
Billing Manager	0.20	T	0.20	0.00
Revenue Supervisor	0.50	T	0.50	0.00
Tax Supervisor	1.00	T	1.00	0.00
Delinquent Accounts Supervisor	0.50	S	0.50	0.00
Grant Accountant	0.75	S	0.75	0.00
Grant Coordinator	0.75	S	0.75	0.00
Parking Services Supervisor	1.00	S	1.00	0.00
Senior Accountant	2.00	S	2.00	0.00
Assistant Tax Supervisor	1.00	R	1.00	0.00
Revenue Audit Agent	2.00	R	2.00	0.00
Sheriff Sale Administrator	0.10	R	0.10	0.00
Real Estate Coordinator	1.00	Q	1.00	0.00
Senior Procurement Specialist	1.00	Q	1.00	0.00
Purchasing Agent II	1.00	P	1.00	0.00
Customer Service Consultant	0.20	O	0.20	0.00
Staff Accountant	0.50	O	0.50	0.00
Accounts Payable Supervisor	0.50	N	0.50	0.00
Assistant Central Cashiering Supervisor	0.50	N	0.50	0.00
Assistant Revenue Audit Agent	1.00	M	1.00	0.00
Senior EIT Agent	2.00	M	2.00	0.00
Settlement Clerk	0.20	M	0.20	0.00
Delinquent Accounts Agent	1.50	L	1.50	0.00
EIT Agent	4.00	L	4.00	0.00
Purchasing Technician	1.00	J	1.00	0.00
Senior Parking Regulations Enforcement Officer	1.00	J	1.00	0.00
Assistant EIT Agent	1.00	I	1.00	0.00
Customer Service Representative II	3.50	I	3.50	0.00
Account Entry Clerk	3.50	G	3.50	0.00
Administrative Clerk I	3.50	G	3.50	0.00
Scofflaw Enforcer	2.00	G	2.00	0.00
Account Clerk III	0.50	F	0.50	0.00
Parking Regulations Enforcement Officer	13.00	F	13.00	0.00
DEPARTMENT TOTAL	58.85		58.85	0.00

Fund: Water and Sewer
Department: Finance
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Finance	0.50	E 10	0.50	0.00
Deputy Director of Finance	0.40	E 08	0.40	0.00
Administrative Assistant II	0.25	E 02	0.25	0.00
Accounting Manager	0.35	M 06	0.35	0.00
Customer Service Manager	0.50	M 06	0.50	0.00
Principal Analyst	0.50	M 06	0.50	0.00
Revenue Manager	0.65	M 06	0.65	0.00
Senior Financial Analyst	0.20	M 05	0.20	0.00
Billing Manager	0.80	T	0.80	0.00
Revenue Supervisor	0.50	T	0.50	0.00
Delinquent Accounts Supervisor	0.50	S	0.50	0.00
Grant Accountant	0.25	S	0.25	0.00
Grant Coordinator	0.25	S	0.25	0.00
Senior Accountant	1.00	S	1.00	0.00
Sheriff Sale Administrator	0.90	R	0.90	0.00
Billing Analyst	3.00	Q	3.00	0.00
Customer Service Consultant	2.80	O	2.80	0.00
Staff Accountant	1.50	O	1.50	0.00
Accounts Payable Supervisor	0.50	N	0.50	0.00
Assistant Central Cashiering Supervisor	0.50	N	0.50	0.00
Settlement Clerk	0.80	M	0.80	0.00
Delinquent Accounts Agent	1.50	L	1.50	0.00
Meter Reader Service Coordinator	1.00	K	1.00	0.00
Customer Service Representative II	3.50	I	3.50	0.00
Delinquent Accounts Officer	1.00	H	1.00	0.00
Account Entry Clerk	0.50	G	0.50	0.00
Administrative Clerk I	0.50	G	0.50	0.00
Account Clerk III	0.50	F	0.50	0.00
DEPARTMENT TOTAL	25.15		25.15	0.00

Fund: General
Department: Human Resources
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Human Resources	0.55	E 09	0.55	0.00
Deputy Director of Human Resources	0.55	E 08	0.55	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Director of Employment Services	1.00	M 07	1.00	0.00
Director of Classification & Compensation	1.00	M 06	1.00	0.00
Human Resources Administrator	3.00	M 04	3.00	0.00
Human Resources Information Systems Administrator	1.00	T	1.00	0.00
Labor Relations Specialist	1.00	R	1.00	0.00
Compensation Specialist	1.00	Q	1.00	0.00
Compliance Specialist	1.00	P	1.00	0.00
Human Resources Information and Systems Analyst	1.00	P	1.00	0.00
HRIS Coordinator	1.00	N	1.00	0.00
Human Resources Specialist	1.00	N	1.00	0.00
Retirement Specialist	0.50	N	0.50	0.00
Human Resources Leave Administrator	1.00	L	1.00	0.00
Human Resources Office Assistant	1.00	G	1.00	0.00
DEPARTMENT TOTAL	16.60		16.60	0.00

Fund: Internal Service
Department: Human Resources
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Human Resources	0.45	E 09	0.45	0.00
Deputy Director of Human Resources	0.45	E 08	0.45	0.00
Employee Benefits Manager	1.00	M 06	1.00	0.00
Occupational Health, Safety & Loss Prevention Programs Manager	1.00	M 05	1.00	0.00
Occupational Health Nurse	1.00	R	1.00	0.00
Senior Employee Benefits Administrator	1.00	Q	1.00	0.00
Claims Supervisor	1.00	P	1.00	0.00
Employee Benefits Administrator	1.00	P	1.00	0.00
Risk Management Analyst	1.00	O	1.00	0.00
Retirement Specialist	0.50	N	0.50	0.00
Medical Dispensary Coordinator	1.00	K	1.00	0.00
DEPARTMENT TOTAL	9.40		9.40	0.00

Fund: General
Department: Licenses and Inspections
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Commissioner of Licenses and Inspections	1.00	E 09	1.00	0.00
Deputy Commissioner of Licenses and Inspections	1.00	E 07	1.00	0.00
Administrative Assistant I	1.00	E 01	1.00	0.00
Code Enforcement Supervisor	1.00	T	1.00	0.00
Zoning Manager	1.00	T	1.00	0.00
Building Code Enforcement Inspector	5.00	Q	5.00	0.00
Plans Examiner	1.00	Q	1.00	0.00
Mechanical Code Enforcement Inspector	1.00	Q	1.00	0.00
Code Enforcement Inspector	18.00	P	18.00	0.00
Code Enforcement Administrator	1.00	O	1.00	0.00
Zoning Enforcement Officer	1.00	N	1.00	0.00
Building Permit Director	1.00	M	1.00	0.00
Business Compliance Officer	1.00	M	1.00	0.00
Administrative Supervisor	1.00	L	1.00	0.00
Administrative Clerk III	1.00	I	1.00	0.00
Administrative Clerk I	5.00	G	5.00	0.00
Records Clerk	1.00	C	1.00	0.00
DEPARTMENT TOTAL	42.00		42.00	0.00

Fund: General
Department: Parks and Recreation
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Parks and Recreation	1.00	E 08	1.00	0.00
Deputy Director of Parks and Recreation	1.00	E 06	1.00	0.00
Administrative Assistant I	1.00	E 01	1.00	0.00
Superintendent of Maintenance, Parks & Recreation	1.00	M 05	1.00	0.00
Superintendent of Recreation	1.00	M 05	1.00	0.00
Youth & Families Manager	1.00	M 05	1.00	0.00
Parks Maintenance Supervisor	2.00	M 04	2.00	0.00
Parks Financial Administrator	1.00	P	1.00	0.00
Nutrition Program Coordinator	1.00	N	0.60	0.40
Program and Grants Coordinator	1.00	N	1.00	0.00
Youth & Families Program Administrator	1.00	N	1.00	0.00
Activities Coordinator	1.00	M	1.00	0.00
Physical Activities Coordinator	1.00	M	1.00	0.00
Recreation Program Coordinator	2.00	M	2.00	0.00
Equipment and Transportation Assistant	1.00	K	1.00	0.00
Accounts & Program Support Coordinator	1.00	H	1.00	0.00
Labor Foreman II	5.00	H	5.00	0.00
Small Engine Mechanic	1.00	H	1.00	0.00
Maintenance Mechanic III	1.00	G	1.00	0.00
Equipment Operator IV	3.00	F	3.00	0.00
Pool Mechanic	1.00	F	1.00	0.00
Labor Foreman I	3.00	E	3.00	0.00
Clerk II	1.00	D	1.00	0.00
Equipment Operator II	3.00	D	3.00	0.00
Nursery Technician	1.00	D	1.00	0.00
General Laborer I	4.00	B	4.00	0.00
DEPARTMENT TOTAL	41.00		40.60	0.40

Fund: General
Department: Fire
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Chief of Fire	1.00	E 09	1.00	0.00
Deputy Chief	2.00	E 07	2.00	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Battalion Chief	8.00		8.00	0.00
Captain	10.00		10.00	0.00
Lieutenant	26.00		26.00	0.00
Firefighter	109.00		109.00	0.00
Fire Plans Reviewer	1.00	P	1.00	0.00
Executive Assistant to the Chief	1.00	N	1.00	0.00
Fiscal Administrator	1.00	K	1.00	0.00
Administrative Clerk II	1.00	H	1.00	0.00
DEPARTMENT TOTAL	161.00		161.00	0.00

Fund: General
Department: Police
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Chief of Police	1.00	E 09	1.00	0.00
Police Policy and Communications Director	1.00	E 06	1.00	0.00
Inspector	2.00		2.00	0.00
Captain	7.00		7.00	0.00
Lieutenant	11.00		11.00	0.00
Sergeant	38.00		38.00	0.00
Patrol Officer	260.00		254.57	5.43
Victim Services Supervisor	1.00	S	1.00	0.00
Bilingual Victims Case Coordinator	1.00	Q	1.00	0.00
Cold Case Investigator	1.00	Q	1.00	0.00
Crime Analyst	2.00	Q	2.00	0.00
Domestic Violence Coordinator	1.00	P	1.00	0.00
Communications Supervisor	5.00	O	5.00	0.00
Financial Administrator	1.00	O	1.00	0.00
Youth Intervention Specialist	1.00	N	1.00	0.00
Records Supervisor	1.00	M	1.00	0.00
Information Input Specialist	1.00	K	1.00	0.00
Senior Emergency Communications Specialist	1.00	K	1.00	0.00
Criminal Records Coordinator	1.00	I	1.00	0.00
Emergency Communications Specialist	12.00	I	12.00	0.00
Administrative Clerk II	1.00	H	1.00	0.00
Emergency Call Operator	16.00	H	16.00	0.00
Administrative Clerk I	1.00	G	1.00	0.00
Communications and Data Specialist	6.00	G	6.00	0.00
Document Management Technician	1.00	G	1.00	0.00
Police Records Specialist	1.00	G	1.00	0.00
Police Reports Specialist	1.00	G	1.00	0.00
Property Technician	1.00	G	1.00	0.00
Senior Clerk	1.00	G	1.00	0.00
Vehicle Maintenance Technician	1.00	G	1.00	0.00
Teleserve Operator	4.00	F	4.00	0.00
DEPARTMENT TOTAL	383.00		377.57	5.43

Fund: General
Department: Public Works
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Commissioner of Public Works	0.25	E 09	0.25	0.00
Deputy Commissioner of Public Works	0.50	E 08	0.50	0.00
Administrative Assistant I	0.25	E 01	0.25	0.00
Director of Transportation	1.00	M 07	1.00	0.00
Administrative Services Director	0.35	M 06	0.35	0.00
City Engineer	0.45	M 06	0.45	0.00
Operations Director	1.00	M 06	1.00	0.00
Transportation Engineer	1.00	T	1.00	0.00
Building Services Manager	1.00	R	1.00	0.00
Contracts & Fleet Administrator	1.00	R	1.00	0.00
Sanitation Manager	1.00	R	1.00	0.00
Construction Supervisor/RCMS MGR	0.50	Q	0.50	0.00
CADD/GIS Engineering Coordinator	1.00	Q	1.00	0.00
Transportation Administrative Supervisor	1.00	P	1.00	0.00
Engineering Records Coordinator	0.25	O	0.25	0.00
Street Cleaning Supervisor	1.00	O	1.00	0.00
Assistant Sanitation Supervisor	2.00	N	2.00	0.00
Assistant Building Services Manager	1.00	N	1.00	0.00
Constituent Services Supervisor	0.30	M	0.30	0.00
ITMS Senior Technician	1.00	M	1.00	0.00
Traffic Maintenance Foreman	1.00	M	1.00	0.00
Administrative Coordinator	0.50	M	0.50	0.00
Assistant Street Cleaning Supervisor	2.00	L	2.00	0.00
Assistant Street and Sewer Maintenance Supervisor	0.20	L	0.20	0.00
Assistant Constituent Services Supervisor	0.30	K	0.30	0.00
Purchasing Coordinator I	0.70	J	0.70	0.00
Administrative Clerk III	0.50	I	0.50	0.00
Building Services Foreman	1.00	I	1.00	0.00
Constituent Services Assistant	0.90	I	0.90	0.00
Construction Inspector	1.00	I	1.00	0.00
Account Technician	0.50	H	0.50	0.00
Equipment Operator V	1.40	H	1.40	0.00
Labor Foreman II	0.20	H	0.20	0.00
Signal Electrician	4.00	H	4.00	0.00
Building Technician I	1.00	G	1.00	0.00
Traffic Maintenance Technician II	4.00	G	4.00	0.00
Traffic Technician II	2.00	G	2.00	0.00
Equipment Operator IV	13.00	F	13.00	0.00
Sanitation Driver	15.00	E	15.00	0.00
Sanitation Worker	25.00	E	25.00	0.00
Equipment Operator II	10.00	D	10.00	0.00
General Laborer II	3.00	C	3.00	0.00
General Laborer I	17.00	B	17.00	0.00
DEPARTMENT TOTAL	120.05		120.05	0.00

Fund: Water and Sewer
Department: Public Works
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Commissioner of Public Works	0.75	E 09	0.75	0.00
Deputy Commissioner of Public Works	0.50	E 08	0.50	0.00
Administrative Assistant I	0.75	E 01	0.75	0.00
Water Division Director	1.00	M 07	1.00	0.00
Administrative Services Director	0.65	M 06	0.65	0.00
Assistant Water Division Director	2.00	M 06	2.00	0.00
City Engineer	0.55	M 06	0.55	0.00
Water Quality Manager	1.00	M 05	1.00	0.00
Manager of Sustainability & Environmental Compliance	1.00	S	1.00	0.00
Civil Engineer	2.00	R	2.00	0.00
Contracts & Maintenance Supervisor	1.00	R	1.00	0.00
Forestry Programs & Operation Supervisor	1.00	R	1.00	0.00
Water Utility Project Manager	1.00	R	1.00	0.00
Construction Supervisor/RCMS MGR	0.50	Q	0.50	0.00
Water Distribution Supervisor	2.00	Q	2.00	0.00
Water Meter Supervisor	1.00	Q	1.00	0.00
Water Production Supervisor	1.00	Q	1.00	0.00
Assistant Water Distribution Supervisor	1.00	P	1.00	0.00
Assistant Water Production Supervisor	1.00	P	1.00	0.00
Water Quality Assistant	1.00	P	1.00	0.00
Wet Weather Administrator	1.00	P	1.00	0.00
Engineering Records Coordinator	0.75	O	0.75	0.00
Sewer Maintenance Supervisor	1.00	O	1.00	0.00
City Forester	1.00	N	1.00	0.00
Constituent Services Supervisor	0.70	M	0.70	0.00
GIS Technician II	1.00	M	1.00	0.00
Water Production Maintenance Foreman	2.00	M	2.00	0.00
Administrative Coordinator	0.50	M	0.50	0.00
Assistant Street and Sewer Maintenance Supervisor	0.80	L	0.80	0.00
Assistant Water Meter Supervisor	1.00	L	1.00	0.00
Water Quality Specialist	3.00	L	3.00	0.00
Chief Construction Inspector	1.00	K	1.00	0.00
Assistant Constituent Services Supervisor	0.70	K	0.70	0.00
GIS Technician I	1.00	J	1.00	0.00
Purchasing Coordinator I	1.30	J	1.30	0.00
Tree Climber II/Tree Crew Foreman	1.00	J	1.00	0.00
Water Systems Valve Technician	1.00	J	1.00	0.00
Administrative Clerk III	0.50	I	0.50	0.00
Constituent Services Assistant	2.10	I	2.10	0.00
Construction Inspector	4.00	I	4.00	0.00
Labor Foreman III	3.00	I	3.00	0.00
Account Technician	0.50	H	0.50	0.00
Equipment Operator V	4.60	H	4.60	0.00
Labor Foreman II	0.80	H	0.80	0.00

Fund: Water and Sewer (Continued)
Department: Public Works
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Plant Mechanic II	5.00	H	5.00	0.00
Plant Operator III	8.00	H	8.00	0.00
Welder	1.00	H	1.00	0.00
Maintenance Mechanic III	9.00	G	9.00	0.00
Equipment Operator IV	1.00	F	1.00	0.00
Maintenance Mechanic II	3.00	F	3.00	0.00
Tree Climber I	1.00	F	1.00	0.00
Equipment Operator III	1.00	E	1.00	0.00
Maintenance Mechanic I	1.00	E	1.00	0.00
Technical Maintenance Mechanic I	1.00	E	1.00	0.00
Equipment Operator II	2.00	D	2.00	0.00
General Laborer III	9.00	D	9.00	0.00
Equipment Operator I	1.00	C	1.00	0.00
General Laborer II	7.00	C	7.00	0.00
DEPARTMENT TOTAL	104.95		104.95	0.00

Fund: General
Department: Real Estate and Housing
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Real Estate and Housing	1.00	E 08	0.60	0.40
Director of Rehabilitation	1.00	M 05	0.00	1.00
Senior Program Director	1.00	M 05	0.35	0.65
Acquisition & Disposition Manager	1.00	Q	0.50	0.50
Development Specialist	1.00	Q	0.46	0.54
Program Administrator	1.00	P	0.21	0.79
Financial Administrator	1.00	O	0.00	1.00
Senior Rehabilitation Specialist II	2.00	N	0.13	1.87
GIS Technician I	1.00	J	0.50	0.50
Administrative Clerk II	1.00	H	0.00	1.00
DEPARTMENT TOTAL	11.00		2.75	8.25

ATTACHMENT B

**City of Wilmington
Executive and Managerial
Position Level Salary Structure Matrix
FY 2021**

	Salary Range <u>07/01/20 - 06/30/21</u>	
<u>Level 1</u>	\$41,098	\$62,468
Administrative Assistant I Mayor's Office Receptionist		
<u>Level 2</u>	\$45,429	\$69,960
Administrative Assistant II Constituent Services Officer		
<u>Level 3</u>	\$50,078	\$78,123
Communications Assistant Community Referral Specialist		
<u>Level 4</u>	\$55,422	\$87,566
Arts & Cultural Outreach Specialist Digital & Social Media Manager Economic Development Project Manager I Human Resources Administrator Legal Office Administrator Marketing & Special Projects Coordinator Office Manager/Administrative Assistant Parks Maintenance Supervisor Special Assistant Special Assistant for Community Engagement		
<u>Level 5</u>	\$61,313	\$97,863
Best Practices/Innovation Specialist Director of Constituent Services Division Director of Rehabilitation Occupational Health, Safety & Loss Prevention Program Manager Planning Grants Coordinator Senior Financial Analyst Senior Program Director Small & Minority Business Development Manager Superintendent of Maintenance, Parks & Recreation Superintendent of Recreation Youth & Families Manager Water Quality Manager		

Salary Range
07/01/20 - 06/30/21

<u>Level 6</u>	\$68,388	\$109,419
Accounting Manager		
Administrative Services Director		
Assistant Budget Director		
Assistant Water Division Director		
Auditing Manager		
City Engineer		
Customer Service Manager		
Deputy Director of Parks & Recreation		
Director of Classification & Compensation		
Director of Cultural Affairs		
Employee Benefits Manager		
Operations Director		
Police Policy & Communications Director		
Policy Analyst		
Principal Analyst		
Procurement Manager		
Revenue Manager		
Tax Manager		
<u>Level 7</u>	\$73,789	\$118,799
Assistant City Solicitor		
Deputy Chief of Fire		
Deputy Commissioner of Licenses & Inspections		
Deputy Director of Economic Development		
Director of Employment Services		
Director of Integrated Technologies		
Director of Transportation		
Emergency Management Director		
Planning Manager		
Special Assistant to the Mayor for Employment Initiatives		
Water Division Director		
<u>Level 8</u>	\$79,534	\$127,939
Budget Director		
City Auditor		
Deputy Commissioner of Public Works		
Deputy Director of Human Resources		
Deputy Finance Director		
Director of Parks & Recreation		
Director of Planning and Development		
Director of Real Estate & Housing		
Senior Assistant City Solicitor		

	Salary Range	
	<u>07/01/20 - 06/30/21</u>	
<u>Level 9</u>	\$85,765	\$138,081
Chief of Fire		
Chief of Police*		
Commissioner of Licenses & Inspections		
Commissioner of Public Works		
Deputy City Solicitor		
Director of Economic Development		
Director of Human Resources		
 <u>Level 10</u>	 \$92,363	 \$148,704
City Solicitor		
Deputy Chief of Staff for Fiscal and Management Operations		
Deputy Chief of Staff for Policy and Communications		
Director of Finance		
 <u>Level 11</u>	 \$99,696	 \$160,512
Chief of Staff		

*Declared Rate for Chief of Police increased beyond salary range per Ord #17-013

Effective: 07/01/20
Revised: 03/26/20

City of Wilmington Salary Review Matrix FY '21

	First Third	Middle Third	Top Third
Far Above Expectations	Up to 5%	Up to 5%	Up to 5%
Above Expectations	Up to 4%	Up to 4%	Up to 4%
Meets Expectations	Up to 3%	Up to 3%	Up to 3%
Below Expectations	Up to 1%	Up to 1%	Up to 1%
Far Below Expectations	0%	0%	0%

DECLARED RATES
Department Heads
FY 2021

Title	Salary
Mayor	\$150,293
Chief of Staff	\$148,050
City Treasurer	\$147,006
City Solicitor	\$147,912
Commissioner of Public Works	\$138,081
Chief of Police*	\$200,346
Director of Finance	\$148,704
Director of Human Resources	\$138,081
Chief of Fire	\$138,081
Director of Economic Development	\$138,081
Commissioner of Licenses and Inspections	\$138,081
City Auditor	\$127,939
Director of Parks and Recreation	\$127,939
Director of Planning and Development	\$127,939
Director of Real Estate and Housing	\$127,939

The Declared Rate Listing states the maximum salary for each position for each fiscal year. The actual salaries may be less than the declared rates.

*Declared Rate for Chief of Police increased beyond salary range per Ord #17-013

Revised: 03/24/20

**City of Wilmington
Fiscal Year 2021
Executive and Managerial Pay Plan**

	First Third	Second Third	Top Third
Level 1	\$41,098 - \$46,441	\$46,442 - \$57,125	\$57,126 - \$62,468
Level 2	\$45,429 - \$51,562	\$51,563 - \$63,826	\$63,827 - \$69,960
Level 3	\$50,078 - \$57,089	\$57,090 - \$71,111	\$71,112 - \$78,123
Level 4	\$55,422 - \$63,458	\$63,459 - \$79,529	\$79,530 - \$87,566
Level 5	\$61,313 - \$70,451	\$70,452 - \$88,725	\$88,726 - \$97,863
Level 6	\$68,388 - \$78,646	\$78,645 - \$99,160	\$99,161 - \$109,419
Level 7	\$73,789 - \$85,042	\$85,043 - \$107,546	\$107,547 - \$118,799
Level 8	\$79,534 - \$91,635	\$91,636 - \$115,837	\$115,838 - \$127,939
Level 9	\$85,765 - \$98,844	\$98,845 - \$125,001	\$125,002 - \$138,081
Level 10	\$92,363 - \$106,448	\$106,449 - \$134,618	\$134,619 - \$148,704
Level 11	\$99,696 - \$114,900	\$114,901 - \$145,307	\$145,308 - \$160,512

Revised: 03/24/20

ATTACHMENT C

Non-Union Pay Scale
07/01/20 - 06/30/21
 2%

	Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII
A	\$25,504.71	\$26,780.59	\$28,120.97	\$28,683.91	\$29,258.81	\$29,845.23	\$30,444.18
B	\$26,801.40	\$28,707.81	\$30,746.81	\$31,676.68	\$32,311.57	\$32,959.19	\$33,619.77
C	\$28,164.01	\$29,868.67	\$31,519.68	\$32,151.41	\$32,795.80	\$33,620.39	\$34,637.17
D	\$29,595.92	\$31,076.46	\$32,631.07	\$33,285.09	\$33,952.22	\$34,805.86	\$35,858.50
E	\$31,100.60	\$32,656.43	\$34,290.08	\$34,977.34	\$35,678.37	\$36,575.44	\$37,681.59
F	\$32,681.80	\$34,316.73	\$36,033.43	\$36,755.65	\$37,492.32	\$38,243.76	\$39,498.87
G	\$33,999.95	\$35,522.31	\$37,112.84	\$37,856.67	\$38,615.41	\$39,586.31	\$40,783.53
H	\$36,085.84	\$38,269.96	\$40,586.27	\$41,399.73	\$42,651.79	\$43,941.71	\$45,270.64
I	\$38,299.69	\$40,215.65	\$42,649.74	\$43,504.54	\$44,376.49	\$45,265.91	\$46,173.17
J	\$40,246.90	\$42,260.27	\$44,374.36	\$45,603.21	\$46,517.22	\$47,449.54	\$48,400.57
K	\$42,716.04	\$44,852.92	\$47,096.71	\$48,040.66	\$49,003.52	\$49,985.67	\$50,987.52
L	\$44,438.89	\$46,661.97	\$48,996.25	\$49,978.28	\$50,979.96	\$52,391.76	\$53,441.82
M	\$46,698.22	\$49,034.33	\$51,487.29	\$52,781.83	\$53,839.72	\$55,330.70	\$56,862.97
N	\$49,047.89	\$51,501.54	\$54,077.91	\$55,161.79	\$56,267.37	\$57,969.07	\$59,722.24
O	\$51,283.83	\$54,253.21	\$57,536.92	\$58,690.12	\$59,866.42	\$61,066.30	\$62,290.24
P	\$53,487.00	\$56,443.52	\$59,711.64	\$60,908.42	\$62,129.17	\$63,374.41	\$64,644.60
Q	\$56,065.82	\$58,870.53	\$61,815.56	\$63,054.51	\$64,639.89	\$65,935.44	\$67,256.96
R	\$58,768.99	\$61,708.93	\$64,795.96	\$66,094.64	\$67,419.36	\$68,770.63	\$70,148.95
S	\$61,448.09	\$64,522.07	\$67,749.81	\$69,107.71	\$70,492.80	\$71,905.66	\$73,346.85
T	\$67,316.52	\$72,451.16	\$77,977.45	\$79,540.33	\$81,134.52	\$82,760.67	\$84,419.42

AN ORDINANCE TO AMEND CHAPTER 34 OF THE CITY CODE TO REVISE CERTAIN ENFORCEMENT PROVISIONS AND PROVIDE CIVIL FINES FOR OWNERS OF RENTAL PROPERTIES

#0018

Sponsor:

**Council
Member
Cabrera**

Co-Sponsors:

**Council
Members
Walsh
Spadola
Oliver
Field
Fields
Johnson**

WHEREAS, the purpose of this legislation is to improve living conditions for residents who rent their residences and improve the housing stock of Wilmington through effective enforcement of the City Code; and

WHEREAS, City Council believes criminal penalties have not been sufficiently effective in deterring violations of the City Code as it relates to rental properties; and

WHEREAS, City Council believes subjecting owners of rental properties that fail to comply with applicable City Code provisions to civil fines will have a greater deterrent effect on this unlawful conduct; and

WHEREAS, City Council deems it necessary and proper to authorize the Department of Licenses and Inspections to issue citations and impose civil fines upon owners of rental properties that fail to comply with the requirements of Chapter 34; and

WHEREAS, City Council deems it appropriate to exclude owner-occupied properties from the provision imposing civil fines for failing to comply with the requirements of Chapter 34 and continuing with criminal enforcement for said properties; and

WHEREAS, City Council deems it appropriate to amend certain penalty, notice and appeal provisions to increase efficiency and effectiveness; and

WHEREAS, City Council deems it necessary and proper to amend Chapter 34 of the City Code to effectuate these changes.

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

SECTION 1. Chapter 34 of the City Code is hereby amended by deleting the stricken language and adding the underlined language to read as follows:

Sec. 34-1. - Definitions.

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

Civil fine shall mean a fine of \$250 unless another amount is specified in this Chapter. Where the Code provides alternative penalties or remedies, civil fines shall be cumulative and the imposition of any civil fines shall not prevent the appropriate City agency from invoking any other penalty or remedy provided for in the Code.

Rental dwelling unit means any room or group of rooms located within one or more buildings and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating, and which is let or rented to another for the purpose of living therein. Rental property shall have the same meaning as rental dwelling unit.

Remediation costs shall mean any and all costs and expenses incurred by the City of Wilmington to eliminate or remedy a violation of this chapter, including but not limited to, any demolition costs or repair costs.

Sec. 34-36. - Enforcement generally; initiation of civil fines and prosecution for violations.

- (a) This chapter shall be enforced by the commissioner of licenses and inspections or his authorized representatives in the department of licenses and inspections, and the commissioner of licenses and inspections or any such authorized representative shall impose civil fines and initiate criminal prosecutions for violations in the manner and form provided by law.
- (b) The department of licenses and inspections shall maintain records relating to the inspection of each property and shall make available to the office of the city solicitor such records for purposes of review and use as evidence in prosecutions for violations and the administration and enforcement of this chapter.

Sec. 34-37. - Violations and penalties generally.

- (a) Except as otherwise specifically provided by this chapter and subsection (d) of this section, any person violating any order of the commissioner of licenses and inspections based on the provisions of this chapter or any provision of any rule or regulation adopted by the department of licenses and inspections and approved by resolution of the city council for the enforcement or implementation of this chapter,

or violating any provision of this chapter, or any provision of any such rule or regulation, shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine of not less than \$250.00 for ~~each period of one to seven days of~~ each offense of violating such order, or provision of this chapter, or provision of such rule or regulation up to a maximum fine of \$1,000.00 for each such offense, together with the costs and disbursements of prosecution, ~~or by imprisonment for a period not exceeding six months, or by both such fine and imprisonment,~~ for the first conviction. For any conviction of a violation that is the second conviction for the same violation as a previous violation which has not been corrected, the minimum fine for any person or corporation shall be not less than \$500.00 nor more than \$2,500.00; for the third conviction not less than \$1,000.00 nor more than \$5,000.00, which shall not be suspended; for the fourth conviction \$1,500.00; for the fifth and subsequent conviction of the same violation that still has not been corrected, the minimum fine for each conviction shall be not less than \$5,000.00, which shall not be suspended. Upon conviction of a violation of this chapter, the court may order the defendant to correct the violation by a date certain. If the defendant fails to correct the violation by the court ordered date, the court may impose a fine of \$50.00 per day to be calculated from the date of conviction to the date by which the court had ordered the violation to be corrected.

- (b) After conviction and punishment for violation of such order of the commissioner of licenses and inspections based upon the provisions of this chapter or any provision of any rule or regulation adopted by the department of licenses and inspections and approved by resolution of the city council for the enforcement or implementation of this chapter, if such person shall continue in violation of such order, such person shall be liable for further prosecution, conviction and punishment upon such same order, without any necessity of the commissioner of licenses and inspections issuing a new order until such order has been complied with. ~~Any notice herein required shall, if mailed, be deemed to be effective upon mailing. When done in conjunction with certified or registered mail service, a copy of the notice may be posted in a conspicuous place on the premises and such a procedure shall be deemed the equivalent of personal service.~~
- (c) Each ~~day's~~ week's failure to comply with any order of the commissioner of licenses and inspections based upon the provisions of this chapter or the provisions of any rule or regulation adopted by the department of licenses and inspections and approved by resolution of the city council for the enforcement and implementation of this chapter, and each ~~day's~~ week's failure to comply with any provision of this chapter or any such rule or regulation shall constitute a distinct and separate offense and be punishable as such. The term "week" as used in this section shall mean a period of seven (7) consecutive calendar days.
- (d) ~~Pursuant to title 25, chapter 29 of the Delaware Code, any fines imposed by any court for violations of this chapter shall give rise to a lien(s). The unpaid amounts of such fines may be added to local property tax billings for the property which was the subject of said violation. "Fines" shall also include any civil judgment entered pursuant to section 4101 of title 11 of the Delaware Code. With respect to rental~~

dwelling units only, any person owning a rental dwelling unit who violates any order of the commissioner of licenses and inspections based on the provisions of this chapter or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this chapter, or violating any provision of this chapter, or any provision of any such rule or regulation shall be subject to and liable for a civil fine of \$250 for each such violation and any applicable remediation costs. Each week's failure following any applicable cure period to comply with any order of the commissioner of licenses and inspections based upon the provisions of this chapter or the provisions of any rule or regulation adopted by the department of licenses and inspections for the enforcement and implementation of this chapter, and each week's failure following any applicable cure period to comply with any provision of this chapter or any such rule or regulation shall constitute a distinct and separate offense and be punishable by a civil fine in the same amount. A civil fine authorized pursuant to this subsection shall not apply to owner-occupied properties.

- (e) Pursuant to title 25, chapter 29 of the Delaware Code, any fines imposed by any court for violations of this chapter or any civil fine imposed pursuant to the provisions of this subsection shall give rise to a lien(s). The unpaid amounts of such fines may be added to local property tax billings for the property which was the subject of said violation. "Fines" shall also include any civil judgment entered pursuant to section 4101 of title 11 of the Delaware Code.

Sec. 34-38. - Notice of violation -- Contents, service, appeals.

- (a) Whenever the commissioner of licenses and inspections or his designee determines that there has been a violation, or that there are reasonable grounds to believe that there has been a violation, of any provision of this chapter or of any rule or regulation adopted pursuant thereto, he shall give notice of such violation or alleged violation to the person responsible therefor. Such notice shall:
- (1) Be put in writing;
 - (2) Include a description of the real estate sufficient for identification;
 - (3) Include a statement of the reason why it is being issued; and
 - (4) Allow at least ~~45~~ 30 days from the date of such notice for the performance of any act it requires, unless otherwise provided in this chapter or in the event that the commissioner of licenses and inspections or his designee determines that a lesser period of time less than 45 days is essential to protect the health, safety or welfare of the occupants or of occupants of an adjacent property; or the dwelling is deemed unfit for habitation, in which case 3 days are required for the performance of any act it requires. Upon request, the commissioner of licenses and inspections, or his designee, may, at his discretion and for good cause shown, extend the time period provided in the notice for the performance of any required act.

(5) Include a statement that a building permit maybe required for certain repairs, additions, alterations or replacements to the building or structure and direct the person to contact the department of licenses and inspections for further information and to make application for a building permit.

- (b) The notice of violation shall be served upon the owner or the operator or the occupant, as the case may require. Such notice shall be deemed to be properly served upon such owner or upon such operator or upon such occupant by mailing a copy thereof by either mail service or other form of delivery to ~~his last known address~~ 1) the owner, operator or occupant's address and 2) such other address(es) that have been designated for the receipt of property tax bills for such property, or if the letter with the copy is returned with a note showing it has not been delivered to him or her, by posting a copy thereof in a conspicuous place on or about the dwelling affected by the notice of violation. The commissioner of licenses and inspections may in his discretion require such notice to be served by delivering a copy thereof personally to such owner or such operator or such occupant or by leaving a copy thereof at his usual residence in the presence of someone in the residence of suitable age and discretion who shall be informed of the contents thereof, as the circumstances may require. Any notice herein required shall, if mailed, be deemed to be effective upon the earlier to occur of 5 business days following the date of its mailing, the date of actual delivery, or the date of posting on the property. When done in conjunction with certified or registered mail service, a copy of the notice may be posted in a conspicuous place on the premises and such a procedure shall be deemed the equivalent of personal service.
- (c) Such notice shall provide that the persons so notified may appeal the violation notice to the board of license and inspection review. The appeal shall be in writing and filed within ~~ten~~ 20 calendar days after of the receipt of effective date of the violation notice as described in subsection (b), above. Any appeal to the board of license and inspection review shall be accompanied ~~with a nonrefundable fee of \$50.00~~ with a fee of \$50.00 which shall be refunded if the appeal is successful. The board of license and inspection review shall hear and decide appeals in accordance with its duly prescribed and promulgated rules, regulations and procedures.
- (d) Any owner, operator or occupant, as the case may require, who does not appeal the notice and does not perform the act or acts required under the notice, or who unsuccessfully appeals the notice and does not perform the act or acts required under the notice within the prescribed time period is in violation of this chapter and may be penalized pursuant to section 34-37.

Sec. 34-39. - Same—When not required.

Notwithstanding any other provision of this chapter to the contrary, whenever any person fails to obtain ~~the pre-rental~~ a rental inspection of any dwelling, habitation or living unit as required by the provisions of section 34-45(a), ~~or~~ the limitation of occupancy notification required by section 34-86, a rental dwelling unit business license as required by chapter 5 or fails to register a rental dwelling unit as required by section 5-92, no

notice of such violations ~~of section 34-45(a) and section 34-86~~ shall be required, before civil fines are imposed or legal proceedings, actions or prosecutions are brought.

~~Sec. 34-40. — Issuance of warnings.~~

- ~~(a) — At the discretion of the commissioner of licenses and inspections or any of his designees who are authorized by the commissioner to do so, a written warning may be issued on a form approved by the commissioner and the city solicitor to the owner, agent, or person in control of any building or structure concerning violations of any provision of this chapter that is not a life-threatening violation. If any violation concerning which any warning has been issued has not been corrected within the time allowed, then the department of licenses and inspections shall proceed to obtain compliance as provided in this chapter.~~
- ~~(b) — Such notice may contain an outline of remedial action which, if taken, will effect compliance with the provisions of this chapter and with rules and regulations adopted pursuant thereto.~~
- ~~(c) — Whenever repairs, additions, alterations or replacements are required to the building or facilities, such notice shall direct that the person in violation shall make application to the department of licenses and inspections for a building permit to cover such requirements.~~

Sec. 34-40. - Reserved.

Sec. 34-86. - Limitation of occupancy notification, rental registration and business license — Required Requirement and Penalty.

- ~~(c) Any owner or operator who fails to obtain a business license required by section 5-34 or fails to register a rental dwelling unit or who rents or lets to another a dwelling unit prior to the issuance of a limitation of occupancy notification shall be ~~deemed guilty of a misdemeanor as provided in section 34-37~~ subject to and liable for a civil fine of \$500 per rental dwelling unit.~~

Sec. 34-232. - Smoke-detection devices; requirements.

- ~~(g) — *Penalties.* Any violation of the provisions of this section shall render the owner or operator or agent of the owner or operator of the building, or the tenant of rental property, if the rental agreement so provides in accordance with subsection (b)(2)b of this section, and/or the general contractor, subcontractors or their agents, liable for a fine of not less than \$300.00 per violation.~~

Sec. 34-232.1. - Carbon monoxide alarm devices; requirements.

- (5) *Battery removal violations—Penalty.* It shall be unlawful for any person to remove batteries from a carbon monoxide alarm required under this chapter, or in any way to make inoperable a carbon monoxide alarm required under this chapter, except that this provision shall not apply to any building owner or manager or his agent in the normal procedure of replacing batteries. ~~Any person who violates this section shall be punished by a fine of not less than \$300.00 per violation.~~

- ~~(9) —Penalties. Any person who violates any provision of this section, for which a separate penalty is not provided, shall be subject to a fine of not less than \$100.00 and not more than \$1,000.00 per violation. Every day that a violation is allowed to continue shall constitute a separate and distinct offense.~~

Sec. 34-233. - Mobile home fire safety requirements.

Any mobile home shall be equipped with smoke detection devices as described in section 34-232 of both the electric type and the battery-powered type as backup detection devices, both of which detection devices shall be located outside of bedrooms, between the bedrooms, and the living room. Each mobile home shall be equipped with at least one handheld fire extinguisher to be located in the kitchen area. No propane bottled gas shall be permitted in any mobile home unless an alternative fuel supply is not available. No portable kerosene stove or other fuel burning portable appliances for heating or cooking shall be permitted; portable means any stove except one designed for and connected to a flue outlet. Each mobile home shall be equipped with an automatic sprinkler system of a type approved by the commissioner of licenses and inspections and the fire department. ~~Violations of this section shall be punishable as provided in section 34-232 for violations of that section.~~

Sec. 34-236. - Responsibilities of owners.

- ~~(b) —Any person violating any order of the commissioner of licenses and inspections based on the provisions of this section or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this section, or violating any provision of this section, or any provision of any such rule or regulation, shall be deemed guilty of a misdemeanor and upon conviction, shall be punished by a fine of not less than \$100.00, together with costs and disbursements of prosecution, or be imprisoned for a period not exceeding six months, or by both such fine and imprisonment.~~
- ~~(c) —After conviction and punishment for violation of such order of the commissioner of licenses and inspections based upon the provisions of this section, or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this section, if such person shall continue in violation of such order, then such person shall be liable for further prosecution, conviction and punishment upon such same order, without any necessity of the commissioner of licenses and inspections issuing a new order, until such order has been complied with.~~

~~(d) — Each day's failure to comply with any order of the commissioner of licenses and inspections, based upon the provisions of this section, or the provisions of any rule or regulation adopted by the department of licenses and inspections before the enforcement and implementation of any provision of this section or any such rule or regulation shall constitute a distinct and separate offense and be punishable as such.~~

Sec. 34-237. - Responsibilities of occupants; penalties for violations.

~~(b) — Any person violating any order of the commissioner of licenses and inspections based on the provisions of this section or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this section, or violating any provision of this section, or any provision of any such rule or regulation, shall be deemed guilty of a misdemeanor and upon conviction thereof after trial before the justice of the peace court, shall be punished by a fine of not less than \$250.00 for each period of one to seven days of each offense up to a maximum fine of \$1,000.00 for each such offense, together with the costs and disbursements of prosecution, or by imprisonment for a period not exceeding six months, or by both such fine and imprisonment, for the first conviction. For any conviction of a violation that is the second conviction for the same violation as a previous violation which has not been corrected, the minimum fine shall be not less than \$500.00 and not more than \$5,000.00; for the third conviction not less than \$1,000.00 nor more than \$5,000.00, which shall not be suspended; for the fourth conviction \$1,500.00, which shall not be suspended; and for the fifth and each subsequent conviction of the same violation that still has not been corrected, the minimum fine for each conviction shall be not less than \$5,000.00, which shall not be suspended. Upon conviction of a violation of this section, the court may order the defendant to correct the violation by a date certain. If the defendant fails to correct the violation by the court ordered date, the court may impose a fine of \$50.00 per day to be calculated from the date of conviction to the date by which the court had ordered the violation to be corrected.~~

~~(c) — After conviction and punishment for violation of such order of the commissioner of licenses and inspections based upon the provisions of this section or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this section, if such person shall continue in violation of such order, then such person shall be liable for further prosecution, conviction and punishment upon such same order, without any necessity of the commissioner of licenses and inspections issuing a new order, until such order has been complied with.~~

~~(d) — Each day's failure to comply with any order of the commissioner of licenses and inspections based upon the provisions of this section or the provisions of any rule or regulation adopted by the department of licenses and inspections for the enforcement and implementation of any provision of this section or any such rule~~

~~or regulation shall constitute a distinct and separate offense and be punishable as such.~~

SECTION 3. This Ordinance shall become effective on July 1, 2021.

First Reading..... February 4, 2021

Second Reading..... February 4, 2021

Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance makes the following amendments to Chapter 34 of the City Code:

- changes the enforcement of Chapter 34 with respect to rental properties from criminal enforcement to civil enforcement with civil fines for non-compliance;
 - owner-occupied properties will continue to be subject to criminal enforcement proceedings;
- provides a \$500 per unit civil fine for failing to obtain a rental license, register rental units or obtain occupancy limitations;
- removes imprisonment as a potential penalty in criminal enforcement proceedings;
- provides that fines may be imposed for each week’s failure to correct violations rather than a daily fine;

- changes the general time period for compliance from 45 days to 30 days;
- revises the effective date for notices;
- requires notices to be mailed to the owner, operator or occupant's property address and the tax address for the property;
- extends the time period in which to appeal a violation notice from 10 days to 20 calendar days;
- provides that the appeal fee shall be refunded if the appeal is successful; and
- deletes duplicate or inconsistent penalty provisions throughout the chapter.

FISCAL IMPACT STATEMENT: The fiscal impact as a result of the changes implemented by the Ordinance is unknown.

W0113091

Wilmington, Delaware
February 4, 2021

#0016

Sponsor:

**Council
Member
Walsh**

WHEREAS, pursuant to Section 2-363 of the City Code, the Council deemed it necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council's approval by resolution; and

WHEREAS, the City, through the Wilmington Police Department, has submitted a grant application to the State of Delaware Department of Safety and Homeland Security for funding from the Emergency Illegal Drug Enforcement program in the amount of \$30,518.40; and

WHEREAS, the proposed grant funds would be utilized to support overtime for narcotics investigations conducted by the Police Department's Drug, Organized Crime and Vice Division; and

WHEREAS, no matching funds are required; and

WHEREAS, the Council deems it necessary and proper to authorize the grant application, for the aforesaid purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Wilmington Police Department's grant application to the State of Delaware Department of Safety and Homeland Security in the total amount of \$30,518.40 is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of Police, or designee, shall be authorized to take all necessary actions to accept any and all funds associated with the grant application and to fulfill the grant requirements.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Wilmington Police Department's grant application to the State of Delaware Department of Safety and Homeland Security in the total amount of \$30,518.40. The proposed grant funds would be used to support overtime for narcotics investigations conducted by the Police Department's Drug, Organized Crime and Vice Division. No local matching funds are required.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact to the City because no local matching funds are required by this grant.

W0113162

Wilmington, Delaware
February 4, 2021

#0017

Sponsor:

**Council
Member
Walsh**

WHEREAS, pursuant to Section 2-363 of the City Code, the Council deemed it necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council's approval by resolution; and

WHEREAS, the City, through the Wilmington Police Department, has submitted a grant application to the State of Delaware Department of Safety and Homeland Security for funding from the State Aid to Local Law Enforcement grant program in the amount of \$56,281.62; and

WHEREAS, the Police Department proposes to use this grant funding, if awarded, to purchase twenty (20) Conducted Energy Weapons, commonly known as Tasers, to ensure that each member of the 100th Wilmington Police Academy is equipped with a new Taser to use during Academy training and following graduation; and

WHEREAS, each purchased Taser will include the device, cartridges, batteries, software, and a warranty, and will be consistent with the equipment issued to current sworn officers; and

WHEREAS, no matching funds are required; and

WHEREAS, the Council deems it necessary and proper to authorize the grant application, for the aforesaid purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Wilmington Police Department's grant applications to the State of Delaware Department of Safety and Homeland Security in the total amount of \$56,281.62 is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of Police, or designee, shall be authorized to take all necessary actions to accept any and all funds associated with the grant application and to fulfill the grant requirements.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Wilmington Police Department's grant application to the State of Delaware Department of Safety and Homeland Security in the total amount of \$56,281.62. The proposed grant funds would be utilized to purchase Conducted Energy Weapons, commonly known as Tasers, to ensure that each member of the 100th Wilmington Police Academy is equipped with a new Taser to use during Academy training and following graduation. No local matching funds are required.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact to the City because no local matching funds are required by this grant.

W0113164