

**AN ORDINANCE TO AUTHORIZE AND APPROVE TWO ONE-YEAR
EXTENSIONS OF CONTRACT 21029PR BETWEEN THE CITY OF
WILMINGTON AND PREFERRED MEALS SYSTEMS, INC. FOR THE
SUMMER FOOD SERVICE PROGRAM**

#0146

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 21029PR “Summer Food Service Program” (the “Contract”) in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”, to Preferred Meals Systems, Inc., the lowest responsible bidder; and

WHEREAS, the term of the Contract is for the period from June 21, 2021 through August 27, 2021, at an estimated price of Two Million Twenty-Three Thousand Seven Hundred Ninety-Eight Dollars (\$2,023,798.00), with the option of two (2) extensions of one (1) year thereafter on the same terms and conditions, with the possibility of a price increase of up to two percent (2%) for each extension, at the option of the City; and

WHEREAS, it is the recommendation of the Department of Parks and Recreation that Council authorize the City to exercise the options to extend the Contract for two (2) additional periods of one (1) year.

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

SECTION 1. The two (2) one-year extension options to Contract 21029 “Summer Food Service Program” between the City of Wilmington and Preferred Meals Systems, Inc., a copy of which Contract, in substantial form, is attached hereto as Exhibit “A”, at an

estimated price of Two Million Twenty-Three Thousand Seven Hundred Ninety-Eight Dollars (\$2,023,798.00) per extension, with the possibility of a price increase of up to two percent (2%) for each extension, are hereby approved, and the Mayor, or his designee, is hereby authorized to exercise the City's options, as well as to 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.....March 3, 2022
Second Reading.....March 3, 2022
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2022.

Mayor

SYNOPSIS: This Ordinance authorizes the City to exercise two (2) one-year extension options for Contract 21029PR "Summer Food Service Program" with Preferred Meals Systems, Inc.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is two (2) one-year contract extensions at an estimated price of Two Million Twenty-Three Thousand Seven Hundred Ninety-Eight Dollars (\$2,023,798.00) per extension, with the possibility of a price increase of up to two percent (2%) for each extension.

EXHIBIT A

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

Customer: SD CITY WILM PURCHASING DIV

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

Ad No.: 0004741732

Pymt Method Invoice

Net Amt: \$363.12

Run Times: 2

No. of Affidavits: 1

Run Dates: 05/20/21, 05/25/21

Text of Ad:

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

21029PR-SUMMER FOOD SERVICE PROGRAM

Bond: This contract will require a Bid Bond and Performance Bond as described in the IFB document page IB-1

Bids Due: Thursday, June 3, 2021, at 3:00 p.m., to the Procurement Division 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801. Bids can also be left in the drop box marked "PROCUREMENT" located on the first floor in front of the guard station.

Bid opening: Zoom Meeting, Time: Jun 3, 2021 03:00 PM
Link: <https://zoom.us/j/91993526605?pwd=MnVTTmZiZUIxMFd1VFBlMjZM5290UT09>
Meeting ID: 919 9352 6605 Passcode: QnUr4B

Plans and Specifications may be obtained by email to procurement@wilmingtonde.gov

This institution is an equal opportunity provider.

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

pceresini@wilmingtonde.gov
www.wilmingtonde.gov

5/20, 25-NJ

0004741732-01



The News Journal
Media Group

WILMINGTON, DE 19801

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:

05/20/21, 05/25/21 A.D 2021

Gail Wilczewski

Sworn and subscribed before me, this 25 day of May,
2021

Melanie C Altz

Ad Number: 0004741732

Legal notification printed at larger size for affidavit.



Ad Number: 0004741732

Run Dates: 05/20/21, 05/25/21

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Meeting ID: 919 9352 6605 Passcode: QnUr4B

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This institution is an equal opportunity provider.

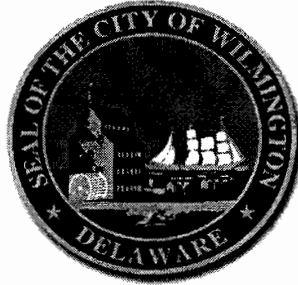
Phil Ceresini
Purchasing Agent II
Division of Procurement and Records
Department of Finance

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www.wilmingtonde.gov

5/20, 25-NJ

0004741732-01

ADDENDUM 1
Contract 21029PR
Summer Food Service Program



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

1. Are there any sites that we can do day ahead delivery? No
2. Do we go through Nicole Adams to schedule times to visit the sites or can we schedule on our own? A facility visit can be scheduled upon emailed request to Victoria Fuentes-Cox, vfuentescox@wilmingtonde.gov. She will set up a date and time.
3. Would you be willing to heat meals on the site using a half retherm oven? No, only for special events. Hot meals will be ordered primarily for meal kits and special community events. All community events the Depot will be responsible for heating meals.
4. What are the daily avg meal quantities per site? This information is available in the schedule A.
5. What equipment does each site have to hold/keep hot food? The sites that have refrigeration have been identified. Those that are parks (outdoors) get ice to keep the food at adequate temperature.
6. We see that we have to provide ice and trash bags for every 25 meals served at the park sites, who will be responsible for providing coolers for these sites? The vendor is responsible for providing both ice and coolers. In the past we make those coolers we have available to those who have requested any other coolers beyond our inventory is vendor's responsibility.
7. Are we able to submit our own menu or are we required to follow the menus in the bid specs? The menu is intended to be a sample, the schedule B is used for USDA approved portion and components.
8. Will sample meals be required at the bid opening? No

ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 28 May 2021 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 21029PR-SUMMER FOOD SERVICE PROGRAM** are due to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware by **3:00 PM on June 3, 2021**. **Bids can also be left in the drop box marked "PROCUREMENT" located on the first floor in front of the guard station.**

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

Link: <https://zoom.us/j/91993526605?pwd=MnVTTmZiZUIxMFd1VFBmcjZMS290UT09>

Meeting ID: 919 9352 6605 Passcode: QnUr4B

2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 21029PR-SUMMER FOOD SERVICE PROGRAM**" and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, 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 good and sufficient Bid Bond to the City of Wilmington in the amount of not less than 10 percent of the amount of the base bid, plus all additive alternatives, with Corporate Surety authorized to do business in the State of Delaware.

6. The Bid Bond must be accompanied by a certification attached hereto, issued by the Surety Company, qualified to do business in the State of Delaware, and satisfactory to the Owner, which certification contains the commitment of the Surety Company to execute a 25 percent Performance and/or Labor and Materials Bonds to cover the bidder's performance and its' payments of labor and materials if the bidder is successful and the contract is awarded to him. The successful bidder must furnish the above bond within ten days after the award of contract.

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

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

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

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

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

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

12. **Award and Execution of Contract**

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

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

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

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

Questions must be submitted by email to pceresini@wilmingtonde.gov and will not be accepted within 1 week of bid opening.

**2021
21029PR**

**SUMMER FOOD
SERVICE PROGRAM**

Invitation for Bid

Summer 2021

WITH POSSIBLE RENEWAL OPTIONS



JUNE 21 – AUGUST 27, 2021

(Closed Monday, July 5th)

**Serving Breakfast, Lunch, and Dinner
for 49 Calendar days**

CITY OF WILMINGTON SUMMER FOOD SERVICE PROGRAM

QUANTITIES:

Bid to include preparation, packaging, and delivery of meals as outlined below: Outside of the duration of the USDA Pandemic waiver period (normal operation).

Approximately 500 unitized breakfasts at approximately 30 sites.

Approximately 500 unitized lunches at approximately 30 sites.

Approximately 100 unitized suppers delivered to the central depot daily.

Bid to include preparation, packaging, and delivery of meals as outlined below: Outside of the duration of the USDA Pandemic waiver period (normal operation). 7-day meal kits include packaged breakfast and lunch with milk. 7-day meal kit include packaged supper with milk. The kits are delivered daily at various sites.

Approximately 700 unitized breakfasts at approximately 30 sites.

Approximately 700 unitized lunches at approximately 30 sites.

Approximately 56 unitized suppers delivered to the central depot daily.

DELIVERIES:

Contractor to deliver all food and liquids in a refrigerated vehicle to each of the designated sites. Designated representatives shall be available at each site and will be responsible for the receiving of all items and supervision of feeding. Approximately, 75 breakfast deliveries to be made between the hours of 7:00 a.m. and 10:00 a.m. Approximately 100 lunch deliveries to be made between the hours of 11:00 a.m. and 1:00 p.m. To ensure a smooth operation, it will be necessary that the aforementioned delivery schedule be strictly adhered to. **7-day meal kits are packaged in boxes (unitized) and delivered daily to various sites agreed upon.**

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

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

SITE LOCATION

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

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

TIME PERIOD

Contract period will begin on June 21, 2021 (or as soon as possible thereafter) thru August 27, 2021. Program to commence on Monday, June 21, 2021 and to continue every Monday through Friday until August 27, 2021. Approximate total of 49 days. The time period excludes the observance of the (July 4th holiday) on July 5, 2021. Exact program dates will be provided after the 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 renewal will follow USDA approved guidelines. The city will give 60 days' advance written notice if the contract is to be extended.

FOOD REQUIREMENTS

All meals must comply with minimum meal pattern requirements established by the USDA, located in Schedule B of this document. The menu, prepared by the sponsor and approved by the state agency, must be strictly adhered to and is included in this document as Schedule C.

*See USDA Food Specifications (ATTACHED)

Raw foods must meet the grade requirements outlined as follows:

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

LENGTH OF CONTRACT

The length of the contract shall be June 21, 2021 – August 27, 2021. The city reserves the option to extend this contract for two additional periods of 1 year each. The renewal will follow USDA approved guidelines. The city will give 60 days' advance written notice if the contract is to be extended.

GENERAL CONDITIONS

1. Bidders may contact the following individual by email for additional information concerning the proposal: Phil Ceresini, pceresini@WilmingtonDE.gov
2. Bidder must complete Proposal Form with all required information.
3. Bidder must submit required documentation, including health permit and inspection documentation with bid response.
4. Quantities rendered are approximated to fulfill the requirement for the operating period. The City reserves the right of ordering more or less than the stated estimated amounts at any time, in such quantities as needed and successful contractor will deliver to any directed site such quantities as designated at the bid price.
5. Contractor shall supply sufficient containers for distribution of milk and meals to satellite feeding points. These containers are to be Styrofoam or equivalent, with lids. Ice to be provided where necessary, as determined by the Sponsor, at no additional charge.
6. Deliveries to be made within the designated hours, indicated in basic specification. Emergency situations affecting the contractor's ability to deliver or the Sponsor's ability to receive meals for a reasonable length of time, will be mutually resolved between the contractor, sponsor, and state agency.
7. Successful bidder will have a turnaround **time of 24 hours or less for changes** in the number of meals (**increases and decreases**) delivered daily. Counts for the next day's delivery will be called into contractor by **2:00 p.m. daily**.
8. Sponsor and allied governmental agencies reserve the right to visit and inspect the bidder's preparation facilities prior to and during the contract period, which may form the basis of determining the capability of the bidder to perform or fulfill the contract.
9. Successful contractor to provide copy of insurance showing public liability, vehicle liability, and property damage insurance.
10. Hold Harmless: The bidder, if awarded a contract, agrees to protect, defend, and save harmless the Sponsor against any damage for payment for the use of any patented material, process, article, or device or from a part of the work covered by this contract; and he further agrees to indemnify and save harmless description brought against it, for or on account of any injuries or damages received or sustained by any parties, by or from any acts of the contractor, his servants to agents.
11. All bidders are requested to arrange for site visitations so as to inform themselves of locations and delivery conditions.
12. This Invitation for Bid will result in a fixed-price contract with the awarded vendor.

I. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

I. INSTRUCTION TO BIDDERS

A. Definitions, as used herein:

1. The term "Bid" means the bidder's offer.
2. The term "bidder" means a food service management company submitting a bid in response to this invitation for bid.
3. The term "contractor" means a successful bidder who is awarded a contract by a sponsor under the SFSP.
4. *Food service management company* means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in 7 CFR 225.16.
5. The term "invitation to bid" hereafter referred to as IFB, means the document where the procurement is advertised. In the case of this program, the IFB becomes a part of the contract once both parties agree in writing to all terms and conditions of the IFB.

6. The term "Sponsor" means the City of Wilmington, the service institution which contracts with the Department of Education to operate and manage the Summer Food Service Program.
7. The term "unitized meal" means an individual pre-portioned meal consisting of a combination of foods meeting the Summer Food Service Program (SFSP) meal pattern requirements (meal juice may be unitized with other components or be delivered in bulk). The State Agency may approve exceptions to the unitized meal such as separate hot and cold packs.

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

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

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

G. **Late Bids, Modification of Bids, or Withdrawal of Bids:**

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

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

III. **SCOPE OF SERVICES**

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

and will include breakdown totals for each site and each type of meal. The sponsor reserves the right to increase or decrease the number of meals ordered on a 24-hour notice. **Time may be less if mutually agreed upon between the parties of this contract.**

H. **Meal-Cycle Change Procedure**

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

I. **Noncompliance**

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

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

J. **Specifications**

1. **Packaging**

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

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

K. Delivery

- 1. Meals are to be delivered daily, unloaded, and placed in the designated location by the contractors’ personnel at each site and serving time listed on Schedule A.
- 2. The contractor shall be responsible for delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with State or local health codes.

3. The sponsor reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A and make changes in the approved level for the maximum number of meals which may be served under the program at each site (established under Section 225.6(d)(2) of SFSP regulations). The sponsor shall notify contractor by providing an amendment to Schedule A of all sites which are approved, canceled or terminated subsequent to acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided within 24 hours or less and vendor must comply with changes.
4. The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for lunch and within one-half hour of the beginning of meal service for breakfast or supplement and in accordance with the serving time schedule (Schedule A). Where holding facilities have been approved by the State agency, contractor can deliver two meal types together according to the meal service time for early meals. Where emergency affects the ability of contractor to deliver meals separately or sponsor to utilize meals delivered separately, each situation is to be resolved by mutual agreement of contractor, sponsor, and State agency.
5. The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the sponsor at all sites before meals are served. Damaged or incomplete meals or inaccurate counts of meals reflected on delivery slips will not be included when the number of reimbursable meals is determined.
6. The contractor shall provide sponsor with a separate listing of sites to be serviced by each truck used for delivery one week prior to the first day of meal service.
7. Hot and cold portions of meals must be delivered at the same time.
8. Cold meals shall be delivered at the site at a maximum temperature of 41°F but shall not have a temperature of less than 32°F at scheduled time of meal service.
9. The vehicle and/or carton utilized to deliver cold meals shall have the capability of keeping the product below 41°F until time of site delivery.
10. Hot meals shall be delivered at the site at a temperature of at least 135°F but shall not exceed 160°F at scheduled time of meal service.
11. The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 135°F until time of site delivery.

L. Food Preparation

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

M. Food Specifications

1. All meals must meet the meal pattern requirements as set forth in 7 CFR §225, and the food specifications and quality standards as set forth in Schedule C of this Invitation for Bid.
2. All meat, meat products, and poultry shall have been slaughtered, processed

and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.

3. Milk and milk products are defined as ". . . pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim, or cultured buttermilk which 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. The sponsor request chocolate milk for all lunch and dinner meals.

IV. GENERAL CONDITIONS

A. Supervision and Inspection of Facility

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

B. Recordkeeping

1. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the site personnel and one for the sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the sponsor at each site will check adequacy of delivery and meals and sign the delivery ticket following check for accuracy. Damaged or incomplete meals or inaccurate counts of meals reflected on delivery slips will not be included when the number of reimbursable meals is determined. Invoices shall be accepted by the sponsor only if signed by the sponsor's designee at the site.
2. The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference to support payments and claims.

3. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the sponsor's final claim for reimbursement or until the final resolution of any audits for inspection and audit by representatives of the State agency, representative of the U.S. Department of Agriculture, the sponsor, and the U.S. General Accounting Office at any reasonable time and place.
4. Sponsor shall notify contractor by telephone or fax within 24 hours of notification of disallowed meals. Sponsor must put notification in writing by end of business Tuesday for preceding week. This requirement in no way impairs the independent duty of the State agency to disallow any portion of a claim for reimbursement or otherwise proceed in accordance with 7 CFR 225.13.

C. Method of Payment

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

D. Performance Bond Requirement

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

E. Insurance

The successful bidder shall procure and maintain the following insurance.

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

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

3. Contractor shall indemnify sponsor and State against loss or damage including attorney fees and costs of litigation caused by negligent acts of contractor or of contractor's agents or employees.

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

F. Availability of Funds

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

G. Emergencies

1. In the event of unforeseen emergency circumstances, the contractor shall immediately notify the sponsor by telephone or fax of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than two hours after specified mealtime began (lunch) and one hour after specified meal service time began for breakfast and supplement.
2. Emergency circumstances at the site precluding utilization of meals are the concern of the sponsor. The sponsor may cancel orders provided the contractor is contacted by 7:00 a.m. on the day of delivery or in time to "hold" or "recall" delivery if mutually agreed upon between the parties to this contract.
3. Adjustments for emergency situations affecting the contractor's ability to deliver meals, or sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and sponsor.
4. In the event of contractor's default with respect to a particular delivery or in other cases of nonperformance or noncompliance, sponsor reserves right to secure meals from an alternate source. The Contractor shall be liable to sponsor for all costs incurred in securing such replacement meals.

H. Termination

1. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the sponsor shall have the right, upon written notice, of the immediate termination of the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the sponsor. The sponsor shall process re-procurement action on a competitive basis to arrive at a fair and reasonable price, if the food service management company was not required to be bonded in accordance with Section 225.15(m)(5-7) of the regulations.

2. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.
3. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
4. The rights and remedies of the sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
5. This contract is expressly made contingent upon adequate funding from Federal, State, and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have the option to terminate this contract upon five days written notice to contractor. If contract is terminated in this manner, sponsor shall be released from liability for food ordered by contractor but shall remain liable for food prepared for delivery by contractor before notice is given. In contracts over \$100,000, this contract is further made contingent upon delivery by contractor to sponsor of a performance bond in the amount specified on page 1, to be furnished within ten (10) days of award of contract to ensure contractor's full and faithful performance of its obligations hereunder. Upon satisfactory performance of contractor's contractual obligations and at the expiration of the contract term, contractor shall be entitled to cancellation of performance bond.
6. Should contractor default in timely or adequate performance of any of its obligations hereunder, sponsor may, upon notice to contractor and State agency, utilize program payments to satisfy the debt or obligation owed sponsor by contractor.
7. Sponsor and contractor agree that sponsor may cancel contract with 12 hours' notice to the contractor and with approval of the State agency for any one or more of the following documented reasons.
 - a. Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
 - b. Contractor fails to deliver any one meal type on any day without sufficient justification.
 - c. Ten percent (10%) of a sponsor's sites under this contract, over a one-week period, received meal delivery outside of the approved time.
 - d. Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).

e. Any part of this contract was assigned or subcontracted to another company the preparation of the meals.

f. Meals are not in compliance with SFSP meal pattern.

8. Contractor may cancel this contract for the following documented reason:

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

9. Sponsor and contractor verify right of State agency to cancel funding if sponsor and/or contractor fail to abide by regulations of this program.

I. Subcontracts and Assignments

1. The contractor shall not subcontract for the total meal or for the assembly of the meal and shall not assign, without the advance written consent of the sponsor, this contract, or any interest herein.

2. In the event of any assignment, the contractor shall remain liable to the sponsor as principal for the performance of all obligations under this contract.

3. Contractors who prepare and assemble frozen meals designed to be served hot may, with the approval of the State agency, contract for the heating and delivery of prepackaged meals for hot service. The heating and delivery must be performed by the same contractor.

J. General Provisions

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

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

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

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

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

USDA Nondiscrimination Statement

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

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

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

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

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

This institution is an equal opportunity provider.

Updated 8/16/16 MAS

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

CMW/SFSP2/dvj/Sched-D1

Schedule A

Ark Summer Camp	534 Vandever Ave	Wilm / 19802	M-F	
Ark Summer Camp South	601 S. Heald Street	Wilm / 19801	M-F	
Be Ready Jesus Is Coming Church	1411 W. 4th St.	Wilm / 19805	M-F	x
Beacon of Hope	4001 N. Market St.	Wilm / 19802	M-F	
Bethel Villa	506 E 5th St.,	Wilm / 19801	M-F	
Brown Pool	401 E. 7th Street	Wilm / 19801	M,T,W,F,S	x
Brown Chihocki	7th and Duncan St.	Wilm / 19805	M-F	x
Chestnut Run Village - Mobile	12 Mary Ella Drive	Wilm / 19805	Th	x
Choir School of Delaware	Grace UM Church 900 Washington St	Wilm / 19801	M-F	
C.O.W. Camp Barnes	37171 Camp Barnes Rd	Frankford / 19945	F-S-S-M	
C.O.W. Enrichment Camp	Nativity Prep 1515 Linden St	Wilm / 19805	M-F	
Compton Court	1401 Maryland Avenue	Wilm/19801	Th	x
Cool Shoes Summer Camp	1009 Sycamore St.	Wilm / 19805	M-F	
Darul-Amaanah Academy	408 E. 8th St.	Wilm / 19801	M-F	
Delaware Adolescent	2900 N. Van Buren	Wilm / 19802	M-F	
Eastlake Park	W. 30th Street & N. Madison St.	Wilm / 19802	M-F	x
Eastlawn Park	East 35th & Church Streets	Wilm / 19802	M-F	x
Eden Pool	900 New Castle Ave	Wilm / 19801	M,T,W,Th,S	x
Elbert Palmer Park	D & South Buttonwood St.	Wilm / 19801	M-F	x
Elbert Palmer Park Evenings	D & South Buttonwood St.	Wilm / 19801	M-Th	x
Elsmere Pres. Child Care	606 New Road	Wilm / 19805	M-F	
Future Promise	34 Parkway Circle	Wilm / 19720	M-F	
Father Tucker Park	9th & Lincoln St.	Wilm / 19805	M-F	x
Girls Inc. of Delaware	1501 N. Walnut St	Wilm / 19801	M-F	
Global Learning Center	4112 North Market Street	Wilm / 19802	M-F	
Grace United Methodist Church	900 North Washington St.	Wilm/ 19801	M	x
Haynes Park	701 W. 34th St.	Wilm / 19802	M-F	x
Haynes Park -- Evenings	701 W. 34th St.	Wilm / 19802	M-Th	x
Hicks HACC Pool	501 N. Madison Street	Wilm / 19805	M,T,W,Th,F,S	x
Helen Chambers	501 Madison St.	Wilm / 19805	M-F	x
Helen Chambers Evenings	501 Madison St.	Wilm / 19805	M-Th	x
Herman Holloway Park	East 7th & Lombard St.	Wilm / 19801	M-F	x
Herman Holloway Park Evening	East 7th & Lombard St.	Wilm/19801	M-Th	x
Hilltop Lutheran Neighborhood Center	1018 W. 6th St.	Wilm / 19805	M-F	
Howard High School	401 E. 12th Street	Wilm / 19801	M-F	x
I Am Leadership / Kidz Fit For Life -- Camp	2145 Graves Rd	Hockessin /19707	M-F	

CC Rodney Street Tennis Camp	101 Garden of Eden Rd.	Wilm / 19803	M-F	
Joe Biden Aquatic Center	2314 N. Locust Street	Wilm / 19802	M,T,W,F,S	x
Judy Johnson	3rd & Dupont St.	Wilm / 19805	M-F	x
Judy Johnson (Evening)	3rd & Dupont St.	Wilm/ 19805	M-Th	x
Kingswood Community Center	2300 Bowers St.	Wilm / 19802	M-F	
Koscuiszko	Broom & Maple St.	Wilm / 19805	M-F	x
Koscuiszko Park Evenings	Broom & Maple St.	Wilm / 19805	M-Th	x
Leading Youth Through Empowerment	2200 N. Locust St.	Wilm / 19802	M-Th	
LJ's Summer Enrichment Camp	2601 Carter St.	Wilm / 19802	M-F	
Michael's Triangle Park	1116 Maryland Avenue	Wilm / 19805	M-F	x
Mother African Union Church	812 N. Franklin Street	Wilm / 19806	M-F	
Muslim Center of Wilmington	2102 Northeast Blvd	Wilm / 19802	M-F	
Neighborhood House Inc. / Southbridge	1218 B St.	Wilm / 19801	M-F	
New Compton Townhomes	831 A Towne Court	Wilm / 19801	M-F	x
New Direction	2814 Lancaster Pike	Wilm/19805	T	x
New Vision Ministries	100 W 24th Street	Wilm/ 19802	M-F	x
Nolan Learning Academy	1507 Maryland Ave.	Wilm / 19805	M-F	
Oakmont Park	Oakmont Drive	NC / 19720	M-F	x
One Love (Tatnall Park)	24th and Tatnall Streets	Wilm / 19802	M-F	x
One Village Alliance	900 North Washington St.	Wilm / 19802	M-F	
People's Baptist Church F.G.M	50 South Street	NC/ 19720	M-Th	
Police Athletic League	3707 N. Market St.	Wilm / 19801	M-F	
P.S. DuPont Pool	701 W. 34th Street	Wilm / 19802	M,T,Th	x
Rose of Sharon II	200 W. 29th St.	Wilm / 19802	M-F	
Rose Gate Park	24-A Thorn Court	NC / 19720	M-F	
Rose Hill Park / Holloway Terrace	19 Lambson Lane	NC / 19720	M-F	
Simonds Garden Park	84 Simmonds Drive	NC / 19720	M-F	x
Spirit Life Summer Enrichment Camp	3401 Northeast Blvd.	Wilm / 19802	M-F	
Surratte / Dunleith Park	Anderson and Bethune Drive	Wilm / 19801	M-F	
Tabernacle Shalom	98 Harvey Road	Claymont/19703	F-S-S-M	x
Tender Care Learning Academy	120 Stroud Street	Wilm / 19805	M-F	
Tilton Park	7th & 8th and Franklin	Wilm / 19805	M-F	x
Praying Ground Community Church	41 E. 22nd Street	Wilm/ 19802	W	x
Urban Promise - Camp Amen			M-F	
Urban Promise - Camp Freedom			M-F	
Urban Promise - Camp Harmony	3301 N. Market St.	Wilm / 19802	M-F	
Urban Promise - Camp Hope	451 Townsend St.	Wilm / 19801	M-F	
Urban Promise - Camp Promise (Haven)	1502 W. 13th St.	Wilm / 19806	M-F	
Urban Promise - Camp Victory	1012 French St.	Wilm / 19801	M-F	

Victorious Faith Christian Worship Center	500 Concord Avenue	Wilm / 19802	MF	
Village of Eastlake	2412 Thatcher Street	Wilm / 19802	M-F	x
West End Neighborhood House	710 N. Lincoln St.	Wilm / 19805	M-F	
William Hicks Anderson Community Center	501 N. Madison St.	Wilm / 19801	M-F	
Windows of Heaven Day Camp	3007 N. Tatnall St.	Wilm / 19802	M-F	
Woodlawn Library		Wilm / 19805	M-F	x
Z & Z Early Learning Center (Xavier School)	1315 North Union Street	Wilm / 19806	M-F	
Youth Empowerment Program	1009 Sycamore St.	Wilm / 19805	M-F	
Youth Law Enforcement Academy	500 Wilmington Ave.	Wilm / 19801	M-F	
Number of Sites Daily Unitized		38		
Number of Sites Meal Kits		46		
TOTAL		84		

SUMMER FOOD SERVICE PROGRAM MEAL PATTERNS

FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST Serve all three	LUNCH OR SUPPER Serve all four	SNACK Serve two of the four
Milk	REQUIRED	REQUIRED	
Fluid milk (whole, low-fat, or fat-free)	1 cup ¹ (½ pint, 8 fluid ounces) ²	1 cup (½ pint, 8 fluid ounces) ³	1 cup (½ pint, 8 fluid ounces) ²
Vegetables and Fruits – Equivalent quantity of any combination of...	REQUIRED	REQUIRED	
Vegetable or fruit or	½ cup	½ cup total ⁴	½ cup
Full-strength vegetable or fruit juice	½ cup (4 fluid ounces)		½ cup (6 fluid ounces) ⁵
Grains/Breads⁶ – Equivalent quantity of any combination of...	REQUIRED	REQUIRED	
Bread or	1 slice	1 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. or	1 serving ⁷	1 serving ⁷	1 serving ⁷
Cold dry cereal or	½ cup or 1 ounce ⁸		½ cup or 1 ounce ⁸
Cooked cereal or cereal grains or	½ cup	½ cup	½ cup
Cooked pasta or noodle products	½ cup	½ cup	½ cup
Meat/Meat Alternates Equivalent quantity of any combination of...	OPTIONAL	REQUIRED	
Lean meat or poultry or fish or	1 ounce	2 ounces	1 ounce
Alternate protein products ⁹ or	1 ounce	2 ounces	1 ounce
Cheese or	1 ounce	2 ounces	1 ounce
Egg (large) or	½	1	½
Cooked dry beans or peas or	½ cup	½ cup ¹	½ cup ¹
Peanut or other nut or seed butters or	2 tablespoons	4 tablespoons	2 tablespoons
Nuts or seeds ¹⁰ or		1 ounce=50% ¹¹	1 ounce
Yogurt ¹²	4 ounces or ½ cup	8 ounces or 1 cup	4 ounces or ½ cup

1 For the purposes of the requirement outlined in this table, a cup means a standard measuring cup

2 Served as a beverage or on cereal or used in part for each purpose

3 Served as a beverage

4 Serve two or more kinds of vegetable or fruits or a combination of both. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement

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

6 Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) shall be whole-grain or enriched. Cornbread, biscuits, rolls, muffins, etc. shall be made with whole-grain or enriched meal or flour. Cereal shall be whole-grain, enriched, or fortified

7 Serving sizes and equivalents will be in guidance materials to be distributed by FNS to State agencies

8 Either volume (cup) or weight (ounces), whichever is less

9 Must meet the requirements of 7 CFR 225 Appendix A

10 Tree nuts and seeds that may be used as meat alternate are listed in program guidance

11 No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purposes of determining combinations, one ounce of nuts or seeds is equal to one ounce of cooked lean meat, poultry or fish

12 Plain or flavored, unsweetened or sweetened

The City of Wilmington will have two choices for their menu options to select from daily to and provide vendor with menu choices within a 15-day window.

Schedule C

Breakfast	
	Option 1
Day 1	Blueberry Muffin, Fresh Fruit, 1 % Milk
Day 2	Whole Grain Cheerios, String Cheese, Fresh Fruit, 1 % Milk
Day 3	Blueberry Chex Cereal, Fresh Fruit, 1 % Milk
Day 4	Waffle, Syrup Packet, Fresh Fruit, 1 % Milk
Day 5	Yogurt, Granola, Fresh Fruit, 1 % Milk
Day 6	Blueberry Bagel, Cream Cheese Packet, Fresh Fruit, 1 % Milk
Day 7	Strawberry Pancake Bowl, Fresh Fruit, 1 % Milk
Day 8	Zee Zee Berry Apple Crisp Bar, Fresh Fruit, 1 % Milk
Day 9	Lemon Muffin, Fresh Fruit, 1 % Milk
Day 10	Whole Grain Rice Crisp Cereal, Fresh Fruit, 1 % Milk
Day 11	Whole Grain French Toast Sticks, Syrup Packet, Fresh Fruit, 1 % Milk
Day 12	Whole Grain Corn Chex Cereal, String Cheese, Fresh Fruit, 1 % Milk
Day 13	Cinnamon Crumble, Fresh Fruit, 1 % Milk
Day 14	Cinnamon Grahams Crackers, String Cheese, Fresh Fruit, 1 % Milk
Day 15	Banana Muffin, Fresh Fruit, 1 % Milk

	Option 2
	Whole Grain Berry Cheerios Cereal, Fresh Fruit, 1 % Milk
	Plain Bagel, Cream Cheese Packet, Fresh Fruit, 1 % Milk
	Whole Grain Berry Cheerios, Fresh Fruit, 1 % Milk
	Whole Grain Cinnamon Chex Cereal, Animal Crackers, Fresh Fruit, 1 % Milk
	French Toast Muffin, Fresh Fruit, 1 % Milk
	Corn Chex Cereal, Animal Crackers, Fresh Fruit, 1 % Milk
	Whole Grain French Toast Sticks, Syrup Packet, Fresh Fruit, 1 % Milk
	Whole Grain Rice Crisp Cereal, Fresh Fruit, 1 % Milk
	Whole Grain Cheerios, String Cheese, Fresh Fruit, 1 % Milk
	Zee Zee Apple Crisp Bar, Fresh Fruit, 1% Milk
	Blueberry Muffin, Fresh Fruit, 1 % Milk
	Apple Pancake Bowl, Fresh Fruit, 1 % Milk
	Blueberry Bagel, Cream Cheese Packet, Fresh Fruit, 1 % Milk
	Waffle, Syrup Packet, Fresh Fruit, 1 % Milk
	Yogurt, Granola, Fresh Fruit, 1 % Milk

Schedule C

		Lunch	
		Option 1	Option 2
Day 1	WG Grilled Cheese, Green beans, Fresh Fruit, 1 % Milk	WG Pizza Crunchers, Waffle fries, Ketchup Packet, Fresh Fruit, 1 % Milk	
Day 2	WG Chicken Tenders, Honey Mustard Packet, Green Beans, Fresh Fruit, 1% Milk	Egg Salad on WG Bun, Baby Carrots, Ranch Dressing Packet, Fresh Fruit, 1% Milk	
Day 3	Tuna Salad, WG Bun, Cole Slaw, Fresh Fruit, 1 % Milk	Turkey & Cheese, WG Wheat, Mayo Packet, Tomato Salad, Fresh Fruit, 1 % Milk	
Day 4	Turkey Hot Dog, WG Bun, Ketchup & Mustard Packet, Fries, Fresh Fruit, 1 % Milk	WG Pizza Crunchers, Waffle fries, Ketchup Packet, Fresh Fruit, 1 % Milk	
Day 5	WG Fish Sticks, Brown Rice & Carrots, Ketchup Packet, Fresh Fruit, 1 % Milk	Oven Fried Chicken Mashed Potatoes, WG Biscuit, Fresh Fruit, 1 % Milk	
Day 6	Meatballs, WG Bun, Fries, Ketchup Packet, Fresh Fruit, 1 % Milk	Chicken Alfredo, WG Pasta, Broccoli, Fresh Fruit, 1 % Milk	
Day 7	WG Chicken Nuggets, BBQ Sauce Packet, Sweet Potato Fries, Ketchup Packet, Fresh Fruit, 1 % Milk	Taco Bake, Fiesta Corn Salsa & Tortilla Chips, Fresh Fruit, 1 % Milk	
Day 8	Chicken Salad, WG Bun, Cucumber Salad, Fresh Fruit, 1 % Milk	WG Lasagna, Cauliflower, Fresh Fruit, 1 % Milk	
Day 9	Chicken Steak, WG Roll, Waffle Fries, Ketchup Packet, Fresh Fruit, 1 % Milk	T. Bacon Cheeseburger, WG Bun, Waffle Fries, Ketchup Packet, Fresh Fruit, 1 % Milk	
Day 10	Sloppy Joe, WG Bun, Waffle fries, Ketchup Packet, Fresh Fruit, 1 % Milk	Turkey Cobb Salad, WG Roll, Fresh Fruit, 1 % Milk	
Day 11	Turkey Ham & Cheese, Mustard Packet, Celery Sticks, Ranch Dressing Packet, Fresh Fruit, 1 % Milk	Baked Chicken, WG Mac & Cheese, Stewed Tomatoes, Fresh Fruit, 1 % Milk	
Day 12	Pizza Lunchable - WG Flatbread, Sauce, Mozz Cheese, T. Pepperoni, Zucchini, Ranch Dressing Packet, Fresh Fruit, 1 % Milk	Asian Chicken WG Wrap - Diced Chix, Lett, Shred Cabbage, Shred Carrots, 10" Wrap, Sesame Dressing Packet, Fresh Fruit, 1 % Milk	
Day 13	Beef Bologna & Cheese, Mustard Packet, Potato Salad, Fresh Fruit, 1 % Milk	Fish Patty, WG Mac & Cheese, Stewed Tomatoes, Fresh Fruit, 1 % Milk	
Day 14	Cheesesteak, WG Roll, Sweet Potato Fries, Ketchup Packet, Fresh Fruit, 1 % Milk	Turkey BLT Wrap, Potato Salad, Fresh Fruit, 1 % Milk	
Day 15	Chicken Fajitas, Fiesta Corn Salsa & Tortilla Chips, Fresh Fruit, 1 % Milk	Roast Turkey w/ Gravy, Mashed Potatoes, WG Roll, Fresh Fruit, 1 % Milk	

PROPOSAL FORM

DATE: _____

CONTRACT: 21048PR

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

City of Wilmington Business License Number is _____ 1933 _____

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.

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

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

<u>Item</u>	<u>Approximate Quantity</u>	<u># of Days</u>	<u>Description</u>	<u>Unit Price</u>	<u>Price</u>
1	500	49	Individual Breakfasts (as specified)	\$ _____	\$ _____
2	500	49	Individual Lunches (as specified)	\$ _____	\$ _____
3	100	49	Individual Suppers (as specified)	\$ _____	\$ _____
4	700	70	7-Day Meal Kit Breakfast-Lunch included	\$ _____	\$ _____
5	56	70	7-Day Meal Kit Suppers included	\$ _____	\$ _____
GRAND TOTAL					\$ _____

Location of Bidders' Preparation Facility: _____

FIRM: _____

Corporation, Partnership, Individual

PER: _____

Name (Typed or Printed)

TITLE: _____

EMAIL: _____

ADDRESS: _____

PHONE: _____

FAX: _____

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



an elior company

PREFERRED MEAL SYSTEMS, INC.

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



Statement of Confidentiality

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

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

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

City of Wilmington
Nicole Adams
800 French St
Wilmington, DE 19801

Dear Nicole :

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

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

The District's food service program model blends perfectly with Preferred Meals' strengths:

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

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

Sincerely,

Shawn Devlin

Shawn Devlin
District Manager

Table of Contents

Proposal Section	Reference No.
Executive Summary	
Meals	
<ul style="list-style-type: none">• Quality Standards• Meals that Exceed USDA Standards and Are Student Tested• Variety of Choices• Fresh Options	
Marketing	
<ul style="list-style-type: none">• Communication• Merchandising• Health and Wellness• Innovations	
People	
<ul style="list-style-type: none">• Leadership• Professional Development.• Recognition• Experience and Customer Service	
Operations	
<ul style="list-style-type: none">• Food Safety• Distribution Management• Equipment Solutions• Environmentally Friendly Practices	
Systems	
<ul style="list-style-type: none">• Cost Containment• Key Performance Indicators• Information Systems• Achieve Financial Results	
Let's Get Started – The Transition Plan	
Required Documents	

Executive Summary For City of Wilmington

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

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

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

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

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



Delivering a nutritious and appealing meal solution is at the heart of what we do at Preferred Meals; we also feel it is important to provide City of Wilmington wrap-around programs and services that enhance the school meal experience. Our comprehensive service model focuses on Five Core Success measurable results. Our high partner retention rate and annual growth rate are a testament to this successful service model.



City of Wilmington's Goals

are delivered through Preferred's Core 5 Success Drivers

During our discussions with City of Wilmington, attendance at the pre-proposal meeting, and through thorough review of the Request for Bid process Preferred Meals has identified the following established goals by City of Wilmington that we are fully prepared to achieve through the delivery of our Core 5.

City of Wilmington Goals	Preferred Meals Core 5
Quality Meals for Students Quality, Taste and Palatability of Product	MEALS that Exceed the USDA Standards and are Student Tested
Nutrition Education Marketing Merchandising Promotion of the Food Service Program Involvement of Students, Staff and Patrons Staff communication program	MARKETING that is Impactful
Employee Training Professional development with specified frequency Employee Award Program Corporate Management Support	PEOPLE that are Experienced and Customer Service Driven
Experience Operational Improvement History Health Department Safety Violations Two year experience dealing with reputable food suppliers Ability to deliver pre-packaged foods Service Equipment within 24 hours	OPERATIONS that are State of the Art
Reduced Costs Price Productivity Improvement Accounting Systems Student Participation Ability to process commodities	SYSTEMS that Achieve Financial Results



Lighthouse Academies Successfully Tackles Its Foodservice Challenge

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

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

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



MEALS

MEALS

that Exceed USDA Standards and are Student Tested

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

Our meals:

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





Quality Standards

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

Preferred Meal System, Inc.'s Quality Standards

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

*Exception: Several grain products and breakfast jelly.



Meals Heated on Site

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

At each meal service the nutrition services staff will prepare the appropriate quantity of meals by warming the meals at each of the district's schools. As part of our implementation plan we train the staff on the appropriate way to store and prepare the meals. Preferred Meals standard operating procedures include batch cooking the meals. Batch cooking allows for meals to be prepared just in time for service insuring that the meals are not held for an extended period of time.

Meal Components are Delivered in a Variety of Formats

Menus are planned with a variety of foods including shelf stable items, refrigerated foods and frozen components.

Fresh and Shelf Stable

Encouraging students to try a variety of foods and providing them the opportunity to experience them prepared and served in a variety of ways is an important part of the school meals program. Preferred Meals includes in our menus a variety of fresh breads, fruits and vegetable each week. Fresh and shelf stable items are delivered according to the scheduled menu and are stored in coolers or in dry storage.

Frozen

When we deliver a component in a frozen state, it is because we believe transporting that item frozen is the safest way. Serving safe nutritious food is always our number one priority.

Frozen foods will be delivered to your schools at a daily occurrence and inventory levels are kept to a minimum.

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

*Food Service Director
Maya Angelou Public Charter School
Washington, D.C.*





Exceeding USDA Standards

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



The meals that are prepared for ICity of Wilmington's students will not only exceed the USDA standards they will also meet the Silver level of the HealthierUS School Challenge! The HealthierUS School Challenge establishes specific menu item criteria for school meals and health and wellness activities. Please see the **MARKETING** section of your proposal to learn more about the HealthierUS School Challenge and how your schools can become certified and honored by the USDA and Preferred Meals

Nutritionists and Dietitians

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

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

Cristina Oala- Corporate Dietitian

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



Cristina Oala, RD, LDN

Corporate Dietitian/Menu Coordinator
Preferred Meal Systems, Inc.

Nutritionally Compliant Audit Ready Meals

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



The Healthy Hunger Free Kids Act of 2010 allows an additional 6 cents per lunch to schools that are in compliance with the new regulations as of October 1, 2012. The Preferred Meals menu team provided all documents to our customers and work with State Agencies to ensure compliance for all our customers with very little additional time required from the school administration.

All Preferred Meals schools received the additional .06 cents provided by the Healthy Hungry Free Kids Act 2010 through documentation provided by the nutritionists in our menu department.

Child Nutrition (CN) Labeled Meals

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

A sample CN logo:

CN

XXXXXX*

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

CN

- * CN identification number
- ** Month & year of approval



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

Electronic Ingredient Statements

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





Variety of Selections

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

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

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

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

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

Monika Jankovics
Beach Park School District 3
Beach Park, IL





Meet Your Chefs

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

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



**Executive Chef – Paul (PJ) Lemoncelli**

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

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

Chef PJ Lemoncelli
Corporate Chef
Preferred Meals

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

**Student Tested Meals**

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

Taster Program Highlights:

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





Product Development

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



Allergy Meal Program

Preferred Meals shares your concern for the safety and well being of your students and we are committed to providing safe and wholesome meals for all students. As a rule, Preferred Meals does not include meals that contain peanuts as an ingredient. For more serious concerns, Preferred has removed the complexity of providing students with food allergies a meal that you can trust and is making available an easy-to-follow and deliver allergen breakfast and lunch meal program. These “kid-friendly” meals are free of gluten and the top eight allergens:

- Wheat
- Egg
- Milk
- Soy
- Peanut
- Tree-nut
- Fish
- Shellfish

for an error-free meal that provides peace of mind.

Allergy meals are available by special order as an ala carte item.

Great Variety
for Breakfast



and
Lunch!

Fresh Options

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

Fruit is on the menu daily at breakfast and lunch. A variety of fresh fruit is offered twice per week and fresh vegetables in the form of salads and “dip-able” vegetables are on at least once per week.

Organic fruits and vegetables are delivered when available.

Fresh breads are offered regularly for hot sandwiches and to accompany the main entrée.

“Offering fresh items is very important to us. Our staff heats up meals at each of our sites that we serve along with fresh breads, milk, fruits and vegetables. Preferred Meals is the top food service choice for Mosaica Schools of Arizona.”

Leanne Bowley
Regional Vice President
Mosaica Education, Inc.





MEALS that Exceed USDA Standards and are Student Tested

- ✓ Meals exceeding the USDA standards and maximizing reimbursement
- ✓ Menus that meet the Silver menu item criteria for the HealthierUS School Challenge.
- ✓ A commitment to Quality Standards
- ✓ Meals heated on site using batch cooking standard operating preparation procedures.
- ✓ Purchasing practices that adhere to “Buy American” requirements and the Food Buying Guide for Child Nutrition Programs.
- ✓ A passionate team of nutritionists and dietitians that assure all menus meet the required standards, prepare documentation for certification and are available to consult with school personnel.
- ✓ Electronic access for school personnel and parent to ingredient statements used for special dietary planning.
- ✓ Student taste tested menus that offer a variety of choices with menu items that are created by team of enthusiastic professional chefs.
- ✓ An available allergen meal program that removes the complexity of providing meals to students with food allergies.

MARKETING



MARKETING

that is Robust and Impactful

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

Our marketing plan:

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





Communication

During our entire partnership excellent communication will be an essential element of our mutual success. Knowing that each school district differs in how they like to have communication handled, we will work with City of Wilmington to create a communication matrix that respects your District's culture. Preferred dedicates ourselves to keeping stakeholders informed and letting them know that we are approachable.

City of Wilmington **Sample Communication Matrix**

Stakeholders	Email	Social Media	Menus	Posters	Written	In-Person	School Newsletter
Administrators	X	X	X	X	X	X	
Employees	X	X	X	X	X	X	
Teachers	X	X	X	X	X	X	
Support Staff	X	X	X	X	X	X	
Parents	X	X	X		X	X	X
Students	X	X	X	X	X	X	X
Media	X	X	X			X	

Social Media

Communication with the students and communities we serve is essential to providing a program that meets the needs of the school district. Preferred Meals provides nutrition facts, program information and school meals promotion through Facebook, Twitter, LinkedIn and E-Mail.



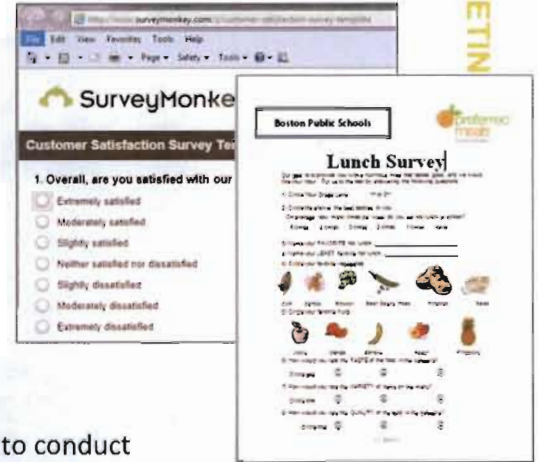


Stakeholder Feedback

We understand it is especially important that during the time of change and transition to listen to listen closely to our stakeholders. Preferred Meals secures feedback and creates awareness through a variety of methods.

Stakeholder Surveys

Determining what students desire and enjoy about breakfast and lunch is easy – just ask them! Preferred Meals’s continuous improvement plans includes stakeholder surveys.



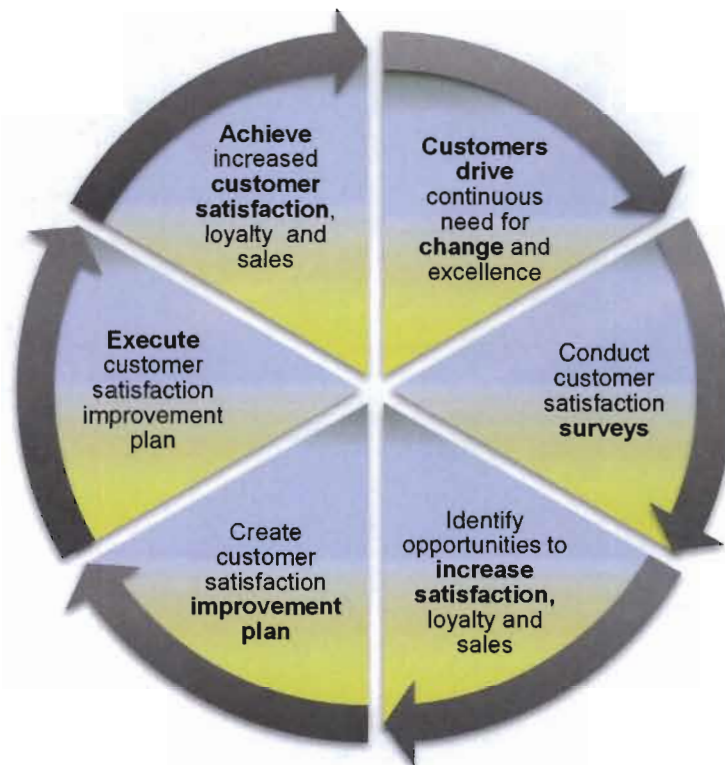
Each year, Preferred Meals contracts with The Dunlin Group to conduct customer surveys with our customers. These surveys give us valuable feedback that helps us to improve our service to our customers.

School Visits

Preferred requires our account management leadership team to be where our customers are, in schools during meal service. When on-site, your District Manager will be engaged in operations during meal service.

This allows for:

- ✓ Direct feedback from students and staff.
- ✓ Provides an opportunity to listen to our stakeholders and provide immediate resolution to any concerns.





- ✓ Helps us to ensure quality, customer-driven service

Preferred Meals provides an opportunity for daily feedback through our customer comment link at info@preferredmealsystems.com or on our website www.preferredmealsystems.com.

"Hi, my daughter is a student at East Charter School in Ypsilanti, MI. I was wondering..."

Menus

Every student and their families want to know "What's on the Menu?" Preferred Meals provides this information in a variety of ways to make deciding on school meals easy.



Electronic Format Menus

Electronic versions of graphic menus, order menus and nutrition information are available monthly to City of Wilmington technical support for online posting.

Award Winning Interactive Menu Site!



2013 Int



Preferred's Info Systems and Menu teams have developed a method to electronically bring City of Wilmington menus to parents, students and the entire community for each school. State of the art technology allows for easy access to menus and nutritional information on the web or on a mobile device for each serving site in the district.

Our proprietary menu site is easily accessible and provides the daily menu, nutrition and allergy information for each item. Each site can be customized with the school or district logo. Parents, students, school staff, administrators and more, can print customized and colorful graphic menus, nutrition and allergy reports.

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

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

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



The screenshot displays a multi-day menu grid. The first column is for Monday, September 29, 2014, with breakfast items like SUPER BUN and Peach Cup, and lunch items like STRING CHEESE and Strawberry Yogurt. A pop-up window for 'Nutritional Info' is open over the lunch section, showing details for 'Chicken Strips' including calories, sodium, and allergens. The right sidebar features a 'Menus by Email' sign-up section and a calendar for September 2014. At the bottom, there is a URL: `{DistrictSchool=PA_A162_APLAN&SchoolName=School-District-Of-Philadelphia-#`



Merchandising

Merchandising begins with the way the serving area looks and feels. A spotless environment, made attractive with colorful food displays creates the first impression and lets students know that something new and fresh is happening in the school-dining center.



Preferred Meals invests in a Serving Line Display for the service line at each of your school sites. The merchandising display includes bins that are color coded to match the colors of the USDA's iconic MyPlate nutrition logo, bright and nutrition focused floating graphic signage, tablecloths, warming blankets, condiment and utensil holders and beautiful cart to store it all.

Our new system has been well received by students and school staff and early testing has indicated an increase in participation and nutrition education awareness.

Marketing Materials

In addition to your Serving Line Merchandising system, Preferred sends a Marketing packet to your schools at the beginning of each year. Each packet contains a variety of posters, required signage and other fun materials for the foodservice staff. Included is:

MyPlate Menu Boards

One of the requirements of the Healthy Hunger Free Kids Act is that each school must identify the foods that are part of the reimbursable meal for the day at or near the beginning of the serving line. As part of Preferred Meals' merchandising program we will provide a MyPlate Menu Board to clearly identify the menu items that make up each days meal.

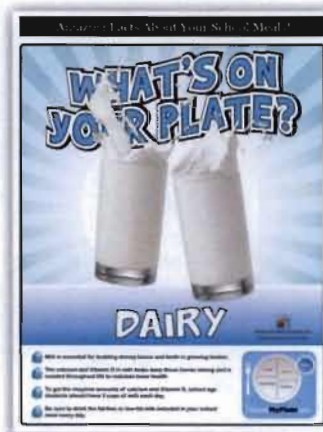




Healthy Habits Messaging

The HealthierUS School Challenge aims to fight childhood obesity through the education of students and providing them with health promoting opportunities while in school.

To compliment the MyPlate Menu Boards posted in each school, Preferred Meals will provide a full set of posters that convey the importance of eating a balanced meal and each of the MyPlate meal components.





Health and Wellness

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

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

Menus that Meet the HealthierUS School Challenge Criteria

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

HealthierUS School Challenge – Breakfast Criteria

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

HealthierUS School Challenge – Lunch Criteria

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



These criteria, coupled with Preferred Meals Quality Standards will provide your students with healthy options. To learn more about our Quality Standards please see the MEALS section of your proposal.



Partner for the Healthier US School Challenge

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

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



Preferred Meals Supports School Certifications

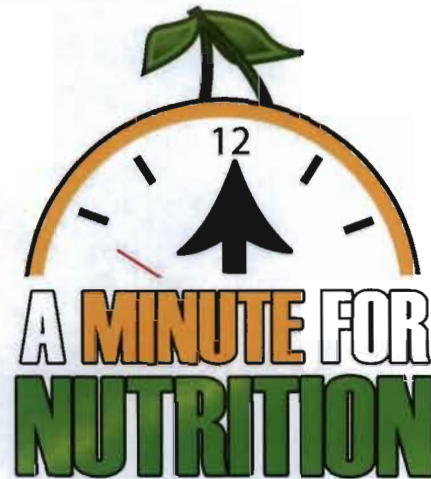
Each school that participates in the HealthierUS School Challenge and is successfully certified will:

- Get recognized nationally and earn monetary awards.
- Build school spirit, cooperation and proudly display the HealthierUS banner and plaque as a symbol of their school's achievement.
- Be a leader in efforts to end childhood obesity.

Health and Wellness Tip of the Day

Learning healthy eating habits at a young age can provide benefits for a lifetime. Habits are hard to break. That's why the sooner in life we build good, healthy habits, the easier it is to keep them and stay as healthy as possible. And when good habits are in place, it's easier to resist bad ones.

Preferred Meals will provide to each of your schools a series of Health and Wellness Tips aimed at educating students on nutrition, physical activity and a positive attitude. These tips are designed to be used in conjunction with the daily announcements and will take less than 60 seconds each day. The tips, along with schools participation in the HealthierUS School Challenge are bound to help establish healthy habits in your students.



Health and Wellness Education

Preferred supports your district's Wellness objectives in a variety of ways.

- Nutrition Education daily tips and Lesson Plans provided to schools
- Participation in Wellness Committee meetings
- Monthly Newsletter to parents
- Health and Wellness tips and information on SchoolMenu.com

an elior company

- Nutrition education assemblies conducted by our on-staff Nutritionist
- Quarterly and On-going one-on-one Nutrition and National School Meal Program training to school foodservice staff
- Posters
- Health Fair participation
- Healthy meals!

The Power of Nutrition Education

Linking what takes place in the classroom to the school-dining center is very powerful. Imagine that when a child learns in the classroom the importance and benefits of eating a variety of foods that they try new foods when they participate in the school meals program. At Preferred Meals we believe that educating students will translate to improved eating habits not only in the school-dining center but also at home.



To complete the classroom and school dining center experience Preferred Meals has created a series of lesson plans that focus on healthy eating, the importance of fruits and vegetables, and salad bar etiquette. We recommend that prior to implementing Fresh Bars in your schools that these lesson plans are shared with your students.



Cooking up change

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



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

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





Innovations

Preferred Meals will work with City of Wilmington to leverage every opportunity to provide nutrition programs to your School District and promote the school meals program.

Breakfast in the Classroom

There is no doubt that eating breakfast, whether it is on a testing day or every day, helps students perform better on tests, make fewer nurse office visits, behave better in class and are tardy less often.



"The School Breakfast in the Classroom Program has made such a tremendous difference, you have no idea. Morning visits to our office went from an average of 15-20 hungry students every day, to only one student all year."

Ms. Cheryl Williams
School Nurse
Lincoln School District
Calumet City, IL

Breakfast in the Classroom is an innovative program aimed at getting breakfast to students and students to breakfast.



After School Meal Programs

After-school programming supported by a dinner meal for students is trending across the country. Should City of Wilmington wish to participate, Preferred Meals is ready to leverage our dinner meal experience and lead the implementation.



Breakfast in the Classroom Becomes Policy

CPS Schools increase Breakfast Participation by over 100%

Breakfast in the Classroom is quickly sweeping the country and is a proven strategy to increase breakfast participation. Chicago Public Schools has partnered with Preferred Meal Systems, Inc. for 40 years. In 2007, Chicago Public Schools launched their first Breakfast in the Classroom pilot program. During the next year over 200 schools volunteered to participate in the program. Recognizing that Breakfast in the Classroom is a major tool to combat hunger and provides students the opportunity for a nutritious breakfast each day, the Chicago Board of Education passed a Board Policy that required all 500 elementary schools to participate in Breakfast in the Classroom. Breakfast participation grew by over 100%.

Promotion and FUN

Preferred Meals will promote City of Wilmington's school meals program through participation in Food Day, hosting a Healthier Foods for a Healthier Me – National School Lunch and Breakfast Week Celebrations and our monthly theme program.



Food Day

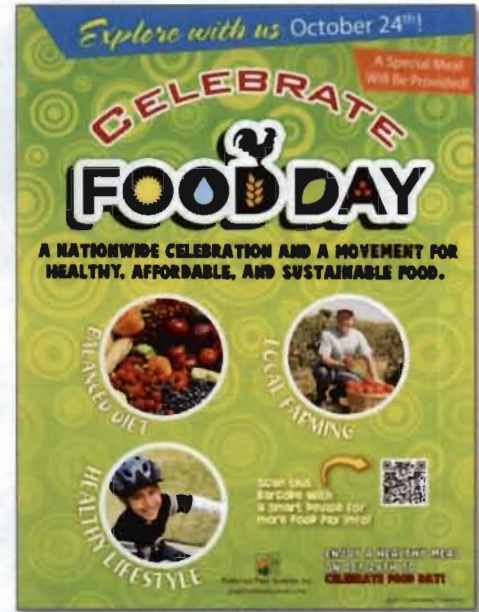
Food Day is a nationwide celebration of and movement toward more healthy, affordable, and sustainable food culminating in a day of action on October 24th every year. Created by the nonprofit Center for Science in the Public Interest, Food Day aims to bring us closer to a food system with “real food” that is produced with care for the environment, animals, and the women and men who grow, harvest, and serve it.

Food Day is a chance to celebrate what our food system does right and promote the importance of three key nutrition and health-related topics:

- ✓ Eating a balance diet
- ✓ Leading an active lifestyle to promote good health
- ✓ Encouraging local farming

Each year Preferred Meals is a proud supporter of Food Day and promotes the celebration at each of the school districts that we partner with. As part of Food Day, participating schools receive:

- ✓ A special meal that demonstrates how delicious a balanced meal can be
- ✓ Food Day Posters to help build interest and excitement
- ✓ Food Facts and Fun Booklet that includes games and trivia reinforcing the Food Day message.



VIP Kid Taster Program



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



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

If selected to participate, we will work with your student groups or selected student class to conduct a VIP program at City of Wilmington.





Staff Appreciation

Preferred Meals knows that a successful program hinges on the special people who administer it. That's why we celebrate School Foodservice Superheros during May. A note of appreciation and a special button to wear, to let students and school staff know know that those who work hard to serve our students, are superheros to us!



Monthly Themes

Every year, Preferred selects a central theme to carry through all marketing media each month. This year, our monthly our posters and menu templates focus on encouraging a healthy diet.



Using the USDA MyPlate, Preferred focuses on a different component or healthy lifestyle theme each month:

- ✓ **August / September**- New School Year / New School Meals!
- ✓ **October**- Food Day- promoting healthy lifestyle
- ✓ **November**- Thankful for Vegetables!
- ✓ **December**- Focus on Fruits
- ✓ **January**- Healthier Foods,
- ✓ **February**- Got Milk?
- ✓ **March**- Bring a Buddy to Breakfast- National School Breakfast Week
- ✓ **April**- Healthy Whole Grains
- ✓ **May**- Power up with Protein





Community Events

Preferred Meals is not just a meal supplier. Our staff is always available to be with events in the district and community that involve students, health and wellness.

Some examples:

- Back to School Nights- Exhibit with Nutrition Information and School Meal Information
- School Health Fairs- Exhibit with Nutrition Information and Healthy snacks

Other Examples:

- Urban Initiatives, Chicago- Work to Play Cup, box lunch sponsor and staff volunteers
- Frisco Day and Expo Day, San Francisco- staff volunteers, lunch served
- Growing Healthy Kids Day, San Francisco, snack sponsor & staff volunteers
- Summer Meals on Wheels, collaboration with Boston Public Schools





MARKETING that is Robust and Impactful

- ✓ A well thought out and comprehensive communications plan that includes:
 - Leveraging social media
 - Direct feedback from school visits focused on stakeholder interaction
 - Daily feedback mechanisms through Preferred Meals website and Facebook
 - On site visits from Preferred Meals account management team members
- ✓ An all inclusive merchandising program that creates a fresh look and feel.
- ✓ Meals that meet the HealthierUS School Challenge silver menu criteria that support schools to achieve the USDA certification.
- ✓ Innovative programs that include Breakfast in the Classroom and after school Dinner Program implementation support.
- ✓ Promotion of the school meals through programs that include Food Day Observance, Healthier Foods for a Healthier Me –National School Lunch and Breakfast weeks celebrations.



PEOPLE

PEOPLE

that are Experienced and Customer Service Driven

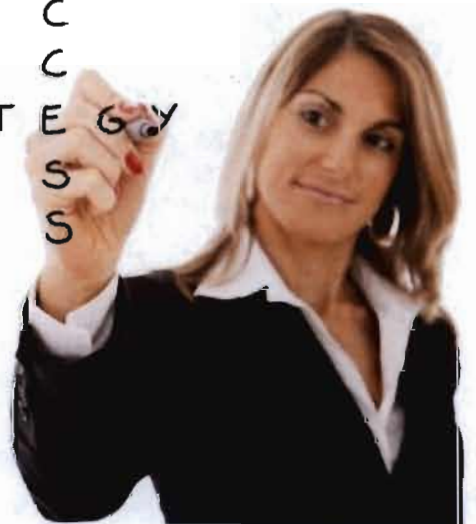
Preferred Meals believes that PEOPLE are the quintessential hallmark of an organization. An organization can have the best business processes, tools, and materials available, however if they do not have people that are experienced and customer service driven, delivering the best possible products and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

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

Our people:

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

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Leadership

Partnering with City of Wilmington is a team of local management and company support resources. Along with Mike Williams, your Sales Representative, Shawn Devlin will be your local District Manager. Shawn supports your District by:

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

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

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

George Chivari

CEO

Preferred Meal Systems, Inc.

Shawn Devlin, District Manager-Eastern Region

Shawn Devlin is a District Manager in the Eastern Region for Preferred Meals. He joined the team in October of 2017. He oversees accounts in PA, NJ, NY & DE area.

Shawn is a graduate of Temple University where he earned a Bachelor of Science degree in Tourism & Hospitality Management.

Shawn has 15 years of food service experience with various companies in the sports and entertainment division. Shawn has extensive experience in operations, quality customer services, and financial forecasting in the food and beverage and also event planning industry.

Company Support Resources



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

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

Professional Development

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

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

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

- ✓ Getting to Know Each Other – Back to School Meeting
- ✓ On-site Workshops
- ✓ Train the Trainer courses for Managers
- ✓ Electronic Training Module Presentations
- ✓ Live Meetings
- ✓ Professional Development Assessment

Getting to Know Each Other – Back to School Meeting

To kick-off the new school year, Preferred Meal Systems will host a back to school meeting. At this meeting City of Wilmington and Preferred Meals leadership team will:

- ✓ Outline the collective vision for the food service program.
- ✓ Communicate the highlights of the new operating plan.
- ✓ Review the opening of the school checklist and provide technical assistance.
- ✓ Conduct breakout sessions on key topics including: new regulations, ordering, production records and customer service.



Onsite Workshops

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

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

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

Food Preparation and Presentation Standards

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

Food Safety, Storage and Handling

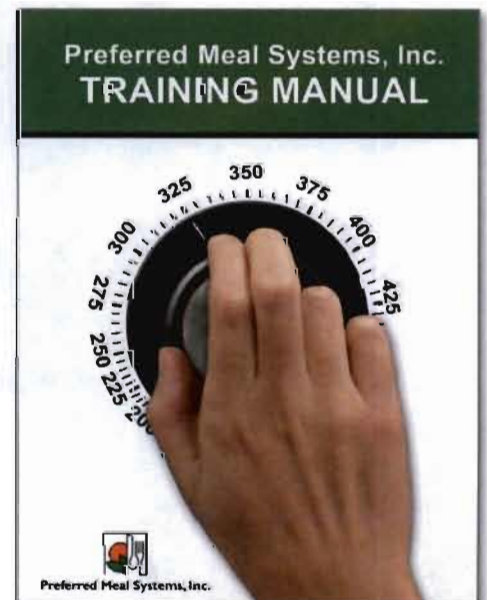
- Food safety – safe handling, storage and cooking based on the principals of HACCP
- HACCP supplied program
- Sanitation
- Equipment maintenance and problem reporting
- Handling foreign objects/food borne illness

Nutrition

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

Inventory Management/Ordering Procedures

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



Creating Cafeteria Excitement

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

An Ounce of Prevention

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

Understanding Menus and Menu Development

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

Training Manual Review

- Page by page review with questions and answers

The City of Wilmington – Preferred Partnership

- Provides an understanding of the partnership
- Review of the organizational structure
- Overview of roles and responsibilities

Additional training may be conducted in the following areas:

Leadership Series

- Managing Others
- Approachability
- Leadership
- Communication
- Change Management
- Conflict Resolution
- Coaching
- Problem Solving
- Customer Service

Breakfast in the Classroom

- The Hunger Epidemic
- Benefits of Breakfast
- Taking a leadership role to impact change

Key Performance Indicators

- Understanding school-based results



Drivers that impact positive change
Best Practice Sharing

Each workshop features hands-on exercises and concurrent training sessions. Each staff member receives a copy of the professional development materials for reference.

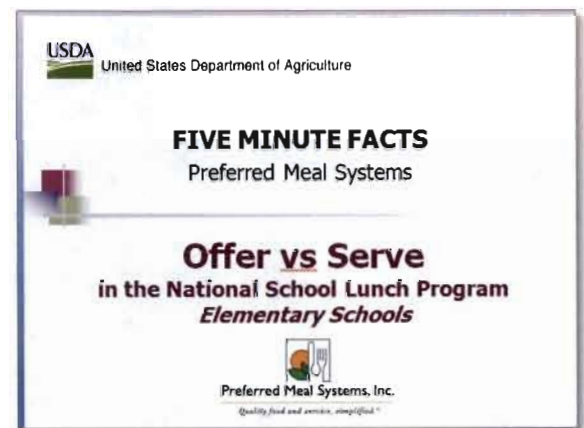
Train the Trainer Workshops

The Train the Trainer course focuses on tools for on-site Managers to effectively train school foodservice workers on the categories of the Training Manual.

On-Site Training Modules

Preferred Meals Five Minute Facts program allows Area Managers to conduct short on-site trainings to reinforce pertinent topics throughout the year using only a short amount of time.

National School Lunch Program Facts
Menus and Meal Patterns
Offer vs. Serve
Production Records
Inventory Control
Serving and Line Presentation
Customer Service



Professional Development Assessment

At the end of each professional development session participants are asked to complete a program assessment. These assessments will act as a guide for the planning and execution for future sessions and are a great way to assess the program. Each team member will be asked to rate each session on the following areas:

- ✓ Format
- ✓ Content
- ✓ Understanding
- ✓ Organization
- ✓ Presenter

Annually we will survey team members as to what future topics they would like see during the professional development sessions. In addition, the feedback we secure from the Virtual Operations Advisory Council will drive future professional development.

Employee Communication

Preferred Meals recognizes that communicating the mission with the City of Wilmington's management team and school based team members is critical. Frequent and open communication will be the cornerstone of our successful partnership.

Preferred Meal Systems Inc. will employ multiple strategies to ensure that team members know and recognize the value we place on their knowledge and expertise in serving students.

Poor workplace communication has been linked to employee apathy, reduced work quality and even attendance issues. However, effective communication is far more than dumping information and hoping for the best. The best employee communication strategy is a multi-layered and two-way approach, built on a foundation of trust and respect. In addition, the best workplace communication plans strive for engagement, not just information reception.

The Aha Moment!

Effective communication is a balance between employing the right communication tools and a model that engages employees, therefore impacting business outcomes.

The model for any program involving change is information. Information is important, employees need to know what is happening, when, why, who, what and by whom. Equally as important when it comes to organizational change, employees need to be involved in the process to be truly engaged.

Aha Moments! are the result of employees having the right information. The information suddenly helps employees say:

- ✓ "Now it makes sense"
- ✓ "Now I understand"
- ✓ "Now I can do something about it"



PEOPLE that are Experienced and Customer Service Driven

- ✓ A district manager that will ensure that the City of Wilmington's goals are achieved.
- ✓ A company resource team that provides service and support to ensure success in areas of food safety, menu planning, nutritional analysis, menu item **development**, marketing and merchandising.
- ✓ A comprehensive plan that utilizes a variety of professional development strategies.
 - Getting to Know Each Other – Back to School Meeting
 - On-site Workshops
 - Train the Trainer courses for Managers
 - Electronic Training Module Presentations
 - Professional Development Assessment
- ✓ Professional development put into action.



OPERATIONS



OPERATIONS

that are State of the Art

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

Operations that:

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





Devoted to Food Safety

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

Food Safety Standards

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



Daily USDA Inspected Kitchens

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

Third Party Audits

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





Employee Professional Development

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

ServeSafe Certification

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

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



Hazard Analysis Critical Control Point (HACCP) Management System

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

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

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

Standard Sanitation Operational Procedures

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

In-House Microbiology Lab

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

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



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

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

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

Vendor Certification Program

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

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

Food Defense Program

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

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

Allergen and Pathogen Controls



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

Traceability Program

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

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

Rhonda Hedding
Food Safety and Regulatory Affairs
Preferred Meals

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



an elior company

Why Frozen?

We ship meals in a frozen state for on-site cooking because we believe it is the safest way. At times there is debate about fresh versus frozen foods and the real definition of fresh or freshly prepared. Many of the menu items used in school food service are frozen; the USDA provides high quality products in the USDA commodity program that are frozen. While you may be told that menu items your school district will receive are going to be fresh or freshly prepared, keep in mind that many of the ingredients or the products themselves may have been previously frozen.

Today when many of us look in our own freezers we find high quality, nutritious, convenient meals. Whether as a consumer of meals for personal use or a consumer of school meals, you can be assured that a tremendous amount of thought and care have been put into preparing meal components that are frozen. At Preferred Meals we focus on flavor, nutrient retention and food safety.

✓ **Frozen Foods Are Nutritious**

Did you know that frozen fruits and vegetables are processed within hours of harvest, thereby essentially “locking in” their vitamins and minerals? Raw unfrozen products can spend several days or even weeks in transit or in storage prior to consumption, all the while losing key nutrients. In fact, researchers at the University of California Center for Excellence in Fruit & Vegetable Quality concluded that frozen fruits and vegetables are equally nutritious as their fresh and canned counterparts – and perhaps more so for some nutrients. The freezing process itself does not destroy nutrients. In meats and poultry products, there is little change in nutrient value during freezer storage.

✓ **Freezing is a Natural Form of Preservation**

Freezing is one of the oldest and safest forms of food preservation. Not surprisingly, today’s frozen foods have an excellent record of safety. For example, when it comes to produce, only the highest quality fruits and vegetables are selected and then quickly washed and frozen. The result is food that is naturally delicious and safe. Because it has been demonstrated to eliminate certain foodborne contaminants, additional efforts are currently underway to utilize freezing more broadly as a food safety technology. Research suggests that variables like the temperatures and rates at which foods are frozen, storage times, and the chemical makeup of specific foods may be further investigated to enhance the safety of foods preserved by freezing.

✓ **Frozen Foods Provide Value**

Value isn’t just about dollars and cents – it’s about delivering on our partners expectations of quality and taste at a price that is affordable. Preferred Meals meals are a great tasting, nutritious, economical and labor-saving solution for your school meals program.



Distribution Management

Central Kitchen to Storage Delivery

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

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

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

Fleet Monitoring

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

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





Driver Hiring Practices and Professional Development

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

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



Customer Service Driven Distribution Team

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

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

Inventory Controls

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



Equipment Solutions

In today's environment finding funds for capital equipment improvements is often difficult. When partnering with Preferred Meal System, Inc. we make the capital investment for you. The Preferred Meals team has conducted a review of each of your school sites and we are prepared to make the necessary investment required to provide and maintain convection ovens, coolers and freezers at your school sites.

"It is essential to us that we do not have to invest in equipment. Preferred Meals is well aware of budget pressures facing the district and worked with us to find the best and most cost-effective quality options available to serve our students."

Dr. Raymond Costa
Business Manager

Equipment Requirements

In reviewing your schools, Preferred Meals will purchase the following items as part of our capital investment.

- Ovens with Dollies and Racks
- Freezers
- Refrigerators
- Conversion Kits
- Carts



Equipment Terms and Conditions:

Preferred Meal Systems, Inc. will order, purchase and install all hardware and equipment that is required. Title to all hardware and equipment furnished by Preferred Meal Systems, Inc. shall remain vested at all times in Preferred Meal Systems, Inc. or its assigns and shall be tagged by Preferred Meals indicating ownership. Upon termination of our agreement Preferred Meal Systems, Inc. shall have the right to remove all previously mentioned hardware and equipment it installed at all of your facilities.



Equipment Installation or Removal

It is our understanding that any electrical work needed at schools will be the responsibility of City of Wilmington. Additionally, any currently installed equipment not required may be removed City of Wilmington.

Environmentally Friendly Practices

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

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





OPERATIONS that are State of the Art

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



SYSTEMS



Cost Containment

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

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

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

Information Systems

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



SYSTEMS that Achieve Financial Results

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

Let's Get Started! – The Implementation Plan

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

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

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

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

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

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





EQUIRED DOCUMENTS

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 21029PR-SUMMER FOOD SERVICE PROGRAM** are due to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware by **3:00 PM on June 3, 2021**. **Bids can also be left in the drop box marked "PROCUREMENT" located on the first floor in front of the guard station.**

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

Link: <https://zoom.us/j/91993526605?pwd=MnVTTmZiZUIxMFd1VFBmcjZMS290UT09>

Meeting ID: 919 9352 6605 Passcode: QnUr4B

2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 21029PR-SUMMER FOOD SERVICE PROGRAM**" and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, 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 good and sufficient Bid Bond to the City of Wilmington in the amount of not less than 10 percent of the amount of the base bid, plus all additive alternatives, with Corporate Surety authorized to do business in the State of Delaware.

The Bid Bond must be accompanied by a certification attached hereto, issued by the Surety Company, qualified to do business in the State of Delaware, and satisfactory to the Owner, which certification contains the commitment of the Surety Company to execute a 25 percent Performance and/or Labor and Materials Bonds to cover the bidder's performance and its' payments of labor and materials if the bidder is successful and the contract is awarded to him. The successful bidder must furnish the above bond within ten days after the award of contract.

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

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

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

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

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

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

12. **Award and Execution of Contract**

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

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

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

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

Questions must be submitted by email to pceresini@wilmingtonde.gov and will not be accepted within 1 week of bid opening.

**2021
21029PR**

**SUMMER FOOD
SERVICE PROGRAM**

Invitation for Bid

Summer 2021

WITH POSSIBLE RENEWAL OPTIONS



JUNE 21 – AUGUST 27, 2021

(Closed Monday, July 5th)

**Serving Breakfast, Lunch, and Dinner
for 49 Calendar days**

CITY OF WILMINGTON SUMMER FOOD SERVICE PROGRAM

QUANTITIES:

Bid to include preparation, packaging, and delivery of meals as outlined below: Outside of the duration of the USDA Pandemic waiver period (normal operation).

Approximately 500 unitized breakfasts at approximately 30 sites.

Approximately 500 unitized lunches at approximately 30 sites.

Approximately 100 unitized suppers delivered to the central depot daily.

Bid to include preparation, packaging, and delivery of meals as outlined below: Outside of the duration of the USDA Pandemic waiver period (normal operation). 7-day meal kits include packaged breakfast and lunch with milk. 7-day meal kit include packaged supper with milk. The kits are delivered daily at various sites.

Approximately 700 unitized breakfasts at approximately 30 sites.

Approximately 700 unitized lunches at approximately 30 sites.

Approximately 56 unitized suppers delivered to the central depot daily.

DELIVERIES:

Contractor to deliver all food and liquids in a refrigerated vehicle to each of the designated sites. Designated representatives shall be available at each site and will be responsible for the receiving of all items and supervision of feeding. Approximately, 75 breakfast deliveries to be made between the hours of 7:00 a.m. and 10:00 a.m. Approximately 100 lunch deliveries to be made between the hours of 11:00 a.m. and 1:00 p.m. To ensure a smooth operation, it will be necessary that the aforementioned delivery schedule be strictly adhered to. **7-day meal kits are packaged in boxes (unitized) and delivered daily to various sites agreed upon.**

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

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

SITE LOCATION

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

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

TIME PERIOD

Contract period will begin on June 21, 2021 (or as soon as possible thereafter) thru August 27, 2021. Program to commence on Monday, June 21, 2021 and to continue every Monday through Friday until August 27, 2021. Approximate total of 49 days. The time period excludes the observance of the (July 4th holiday) on July 5, 2021. Exact program dates will be provided after the 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 renewal will follow USDA approved guidelines. The city will give 60 days' advance written notice if the contract is to be extended.

FOOD REQUIREMENTS

All meals must comply with minimum meal pattern requirements established by the USDA, located in Schedule B of this document. The menu, prepared by the sponsor and approved by the state agency, must be strictly adhered to and is included in this document as Schedule C.

*See USDA Food Specifications (ATTACHED)

Raw foods must meet the grade requirements outlined as follows:

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

LENGTH OF CONTRACT

The length of the contract shall be June 21, 2021 – August 27, 2021. The city reserves the option to extend this contract for two additional periods of 1 year each. The renewal will follow USDA approved guidelines. The city will give 60 days' advance written notice if the contract is to be extended.

GENERAL CONDITIONS

1. Bidders may contact the following individual by email for additional information concerning the proposal: Phil Ceresini, pceresini@WilmingtonDE.gov
2. Bidder must complete Proposal Form with all required information.
3. Bidder must submit required documentation, including health permit and inspection documentation with bid response.
4. Quantities rendered are approximated to fulfill the requirement for the operating period. The City reserves the right of ordering more or less than the stated estimated amounts at any time, in such quantities as needed and successful contractor will deliver to any directed site such quantities as designated at the bid price.
5. Contractor shall supply sufficient containers for distribution of milk and meals to satellite feeding points. These containers are to be Styrofoam or equivalent, with lids. Ice to be provided where necessary, as determined by the Sponsor, at no additional charge.
6. Deliveries to be made within the designated hours, indicated in basic specification. Emergency situations affecting the contractor's ability to deliver or the Sponsor's ability to receive meals for a reasonable length of time, will be mutually resolved between the contractor, sponsor, and state agency.
7. Successful bidder will have a turnaround **time of 24 hours or less for changes** in the number of meals (**increases and decreases**) delivered daily. Counts for the next day's delivery will be called into contractor by **2:00 p.m. daily**.
8. Sponsor and allied governmental agencies reserve the right to visit and inspect the bidder's preparation facilities prior to and during the contract period, which may form the basis of determining the capability of the bidder to perform or fulfill the contract.
9. Successful contractor to provide copy of insurance showing public liability, vehicle liability, and property damage insurance.
10. Hold Harmless: The bidder, if awarded a contract, agrees to protect, defend, and save harmless the Sponsor against any damage for payment for the use of any patented material, process, article, or device or from a part of the work covered by this contract; and he further agrees to indemnify and save harmless description brought against it, for or on account of any injuries or damages received or sustained by any parties, by or from any acts of the contractor, his servants to agents.
11. All bidders are requested to arrange for site visitations so as to inform themselves of locations and delivery conditions.
12. This Invitation for Bid will result in a fixed-price contract with the awarded vendor.

I. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

I. INSTRUCTION TO BIDDERS

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

1. The term "Bid" means the bidder's offer.
2. The term "bidder" means a food service management company submitting a bid in response to this invitation for bid.
3. The term "contractor" means a successful bidder who is awarded a contract by a sponsor under the SFSP.
4. *Food service management company* means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in 7 CFR 225.16.
5. The term "invitation to bid" hereafter referred to as IFB, means the document where the procurement is advertised. In the case of this program, the IFB becomes a part of the contract once both parties agree in writing to all terms and conditions of the IFB.

6. The term "Sponsor" means the City of Wilmington, the service institution which contracts with the Department of Education to operate and manage the Summer Food Service Program.
7. The term "unitized meal" means an individual pre-portioned meal consisting of a combination of foods meeting the Summer Food Service Program (SFSP) meal pattern requirements (meal juice may be unitized with other components or be delivered in bulk). The State Agency may approve exceptions to the unitized meal such as separate hot and cold packs.

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

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

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

G. **Late Bids, Modification of Bids, or Withdrawal of Bids:**

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

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

III. SCOPE OF SERVICES

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

and will include breakdown totals for each site and each type of meal. The sponsor reserves the right to increase or decrease the number of meals ordered on a 24-hour notice. **Time may be less if mutually agreed upon between the parties of this contract.**

H. **Meal-Cycle Change Procedure**

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

I. **Noncompliance**

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

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

J. **Specifications**

1. **Packaging**

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

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

K. Delivery

1. Meals are to be delivered daily, unloaded, and placed in the designated location by the contractors’ personnel at each site and serving time listed on Schedule A.
2. The contractor shall be responsible for delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with State or local health codes.

3. The sponsor reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A and make changes in the approved level for the maximum number of meals which may be served under the program at each site (established under Section 225.6(d)(2) of SFSP regulations). The sponsor shall notify contractor by providing an amendment to Schedule A of all sites which are approved, canceled or terminated subsequent to acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided within 24 hours or less and vendor must comply with changes.
4. The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for lunch and within one-half hour of the beginning of meal service for breakfast or supplement and in accordance with the serving time schedule (Schedule A). Where holding facilities have been approved by the State agency, contractor can deliver two meal types together according to the meal service time for early meals. Where emergency affects the ability of contractor to deliver meals separately or sponsor to utilize meals delivered separately, each situation is to be resolved by mutual agreement of contractor, sponsor, and State agency.
5. The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the sponsor at all sites before meals are served. Damaged or incomplete meals or inaccurate counts of meals reflected on delivery slips will not be included when the number of reimbursable meals is determined.
6. The contractor shall provide sponsor with a separate listing of sites to be serviced by each truck used for delivery one week prior to the first day of meal service.
7. Hot and cold portions of meals must be delivered at the same time.
8. Cold meals shall be delivered at the site at a maximum temperature of 41°F but shall not have a temperature of less than 32°F at scheduled time of meal service.
9. The vehicle and/or carton utilized to deliver cold meals shall have the capability of keeping the product below 41°F until time of site delivery.
10. Hot meals shall be delivered at the site at a temperature of at least 135°F but shall not exceed 160°F at scheduled time of meal service.
11. The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 135°F until time of site delivery.

L. Food Preparation

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

M. Food Specifications

1. All meals must meet the meal pattern requirements as set forth in 7 CFR §225, and the food specifications and quality standards as set forth in Schedule C of this Invitation for Bid.
2. All meat, meat products, and poultry shall have been slaughtered, processed

and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.

3. Milk and milk products are defined as ". . . pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim, or cultured buttermilk which 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. The sponsor request chocolate milk for all lunch and dinner meals.

IV. GENERAL CONDITIONS

A. Supervision and Inspection of Facility

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

B. Recordkeeping

1. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the site personnel and one for the sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the sponsor at each site will check adequacy of delivery and meals and sign the delivery ticket following check for accuracy. Damaged or incomplete meals or inaccurate counts of meals reflected on delivery slips will not be included when the number of reimbursable meals is determined. Invoices shall be accepted by the sponsor only if signed by the sponsor's designee at the site.
2. The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference to support payments and claims.

3. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the sponsor's final claim for reimbursement or until the final resolution of any audits for inspection and audit by representatives of the State agency, representative of the U.S. Department of Agriculture, the sponsor, and the U.S. General Accounting Office at any reasonable time and place.
4. Sponsor shall notify contractor by telephone or fax within 24 hours of notification of disallowed meals. Sponsor must put notification in writing by end of business Tuesday for preceding week. This requirement in no way impairs the independent duty of the State agency to disallow any portion of a claim for reimbursement or otherwise proceed in accordance with 7 CFR 225.13.

C. Method of Payment

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

D. Performance Bond Requirement

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

E. Insurance

The successful bidder shall procure and maintain the following insurance.

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

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

3. Contractor shall indemnify sponsor and State against loss or damage including attorney fees and costs of litigation caused by negligent acts of contractor or of contractor's agents or employees.

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

F. Availability of Funds

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

G. Emergencies

1. In the event of unforeseen emergency circumstances, the contractor shall immediately notify the sponsor by telephone or fax of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than two hours after specified mealtime began (lunch) and one hour after specified meal service time began for breakfast and supplement.
2. Emergency circumstances at the site precluding utilization of meals are the concern of the sponsor. The sponsor may cancel orders provided the contractor is contacted by 7:00 a.m. on the day of delivery or in time to "hold" or "recall" delivery if mutually agreed upon between the parties to this contract.
3. Adjustments for emergency situations affecting the contractor's ability to deliver meals, or sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and sponsor.
4. In the event of contractor's default with respect to a particular delivery or in other cases of nonperformance or noncompliance, sponsor reserves right to secure meals from an alternate source. The Contractor shall be liable to sponsor for all costs incurred in securing such replacement meals.

H. Termination

1. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the sponsor shall have the right, upon written notice, of the immediate termination of the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the sponsor. The sponsor shall process re-procurement action on a competitive basis to arrive at a fair and reasonable price, if the food service management company was not required to be bonded in accordance with Section 225.15(m)(5-7) of the regulations.

2. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.
3. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
4. The rights and remedies of the sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
5. This contract is expressly made contingent upon adequate funding from Federal, State, and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have the option to terminate this contract upon five days written notice to contractor. If contract is terminated in this manner, sponsor shall be released from liability for food ordered by contractor but shall remain liable for food prepared for delivery by contractor before notice is given. In contracts over \$100,000, this contract is further made contingent upon delivery by contractor to sponsor of a performance bond in the amount specified on page 1, to be furnished within ten (10) days of award of contract to ensure contractor's full and faithful performance of its obligations hereunder. Upon satisfactory performance of contractor's contractual obligations and at the expiration of the contract term, contractor shall be entitled to cancellation of performance bond.
6. Should contractor default in timely or adequate performance of any of its obligations hereunder, sponsor may, upon notice to contractor and State agency, utilize program payments to satisfy the debt or obligation owed sponsor by contractor.
7. Sponsor and contractor agree that sponsor may cancel contract with 12 hours' notice to the contractor and with approval of the State agency for any one or more of the following documented reasons.
 - a. Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
 - b. Contractor fails to deliver any one meal type on any day without sufficient justification.
 - c. Ten percent (10%) of a sponsor's sites under this contract, over a one-week period, received meal delivery outside of the approved time.
 - d. Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).

- e. Any part of this contract was assigned or subcontracted to another company the preparation of the meals.
 - f. Meals are not in compliance with SFSP meal pattern.
8. Contractor may cancel this contract for the following documented reason:
- An excess of five percent (5%) of the meals delivered under this contract, over a one-week period were disallowed by the State agency and are attributed to sponsor's failure to meet its responsibilities under this contract or agreement with the State agency.
9. Sponsor and contractor verify right of State agency to cancel funding if sponsor and/or contractor fail to abide by regulations of this program.

I. Subcontracts and Assignments

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

J. General Provisions

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

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

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

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

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

USDA Nondiscrimination Statement

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

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

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

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

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

This institution is an equal opportunity provider.

Updated 8/16/16 MAS

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

CMW/SFSP2/dvj/Sched-D1

Schedule A

SITE NAME	ADDRESS	CITY / ZIP	DAYS	Meal Kits
Ark Summer Camp	534 Vandever Ave	Wilm / 19802	M-F	
Summer Camp South	601 S. Heald Street	Wilm / 19801	M-F	
Be Ready Jesus Is Coming Church	1411 W. 4th St.	Wilm / 19805	M-F	x
Beacon of Hope	4001 N. Market St.	Wilm / 19802	M-F	
Bethel Villa	506 E 5th St.,	Wilm / 19801	M-F	
Brown Pool	401 E. 7th Street	Wilm / 19801	M,T,W,F,S	x
Brown Chihocki	7th and Duncan St.	Wilm / 19805	M-F	x
Chestnut Run Village - Mobile	12 Mary Ella Drive	Wilm / 19805	Th	x
Choir School of Delaware	Grace UM Church 900 Washington St	Wilm / 19801	M-F	
C.O.W. Camp Barnes	37171 Camp Barnes Rd	Frankford / 19945	F-S-S-M	
C.O.W. Enrichment Camp	Nativity Prep 1515 Linden St	Wilm / 19805	M-F	
Compton Court	1401 Maryland Avenue	Wilm/19801	Th	x
Cool Shoes Summer Camp	1009 Sycamore St.	Wilm / 19805	M-F	
Darul-Amaanah Academy	408 E. 8th St.	Wilm / 19801	M-F	
Delaware Adolescent	2900 N. Van Buren	Wilm / 19802	M-F	
Eastlake Park	W. 30th Street & N. Madison St.	Wilm / 19802	M-F	x
Eastlawn Park	East 35th & Church Streets	Wilm / 19802	M-F	x
Eden Pool	900 New Castle Ave	Wilm / 19801	M,T,W,Th,S	x
Elbert Palmer Park	D & South Buttonwood St.	Wilm / 19801	M-F	x
Elbert Palmer Park Evenings	D & South Buttonwood St.	Wilm / 19801	M-Th	x
Esmere Pres. Child Care	606 New Road	Wilm / 19805	M-F	
Future Promise	34 Parkway Circle	Wilm / 19720	M-F	
Father Tucker Park	9th & Lincoln St.	Wilm / 19805	M-F	x
Girls Inc. of Delaware	1501 N. Walnut St	Wilm / 19801	M-F	
Global Learning Center	4112 North Market Street	Wilm / 19802	M-F	
Grace United Methodist Church	900 North Washington St.	Wilm/ 19801	M	x
Haynes Park	701 W. 34th St.	Wilm / 19802	M-F	x
Haynes Park -- Evenings	701 W. 34th St.	Wilm / 19802	M-Th	x
Hicks HACC Pool	501 N. Madison Street	Wilm / 19805	M,T,W,Th,F,S	x
Helen Chambers	501 Madison St.	Wilm / 19805	M-F	x
Helen Chambers Evenings	501 Madison St.	Wilm / 19805	M-Th	x
Herman Holloway Park	East 7th & Lombard St.	Wilm / 19801	M-F	x
Herman Holloway Park Evening	East 7th & Lombard St.	Wilm/19801	M-Th	x
Hilltop Lutheran Neighborhood Center	1018 W. 6th St.	Wilm / 19805	M-F	
Howard High School	401 E. 12th Street	Wilm / 19801	M-F	x
I Am Leadership / Kidz Fit For Life -- Camp	2145 Graves Rd	Hockessin /19707	M-F	

JCC Rodney Street Tennis Camp	101 Garden of Eden Rd.	Wilm / 19803	M-F	
Biden Aquatic Center	2314 N. Locust Street	Wilm / 19802	M,T,W,F,S	x
Judy Johnson	3rd & Dupont St.	Wilm / 19805	M-F	x
Judy Johnson (Evening)	3rd & Dupont St.	Wilm/ 19805	M-Th	x
Kingswood Community Center	2300 Bowers St.	Wilm / 19802	M-F	
Koscuiszko	Broom & Maple St.	Wilm / 19805	M-F	x
Koscuiszko Park Evenings	Broom & Maple St.	Wilm / 19805	M-Th	x
Leading Youth Through Empowerment	2200 N. Locust St.	Wilm / 19802	M-Th	
LJ's Summer Enrichment Camp	2601 Carter St.	Wilm / 19802	M-F	
Michael's Triangle Park	1116 Maryland Avenue	Wilm / 19805	M-F	x
Mother African Union Church	812 N. Franklin Street	Wilm / 19806	M-F	
Muslim Center of Wilmington	2102 Northeast Blvd	Wilm / 19802	M-F	
Neighborhood House Inc. / Southbridge	1218 B St.	Wilm / 19801	M-F	
New Compton Townhomes	831 A Towne Court	Wilm / 19801	M-F	x
New Direction	2814 Lancaster Pike	Wilm/19805	T	x
New Vision Ministries	100 W 24th Street	Wilm/ 19802	M-F	x
Nolan Learning Academy	1507 Maryland Ave.	Wilm / 19805	M-F	
Oakmont Park	Oakmont Drive	NC / 19720	M-F	x
One Love (Tatnall Park)	24th and Tatnall Streets	Wilm / 19802	M-F	x
One Village Alliance	900 North Washington St.	Wilm / 19802	M-F	
People's Baptist Church F.G.M	50 South Street	NC/ 19720	M-Th	
Police Athletic League	3707 N. Market St.	Wilm / 19801	M-F	
P.S. DuPont Pool	701 W. 34th Street	Wilm / 19802	M,T,Th	x
Rose of Sharon II	200 W. 29th St.	Wilm / 19802	M-F	
Rose Gate Park	24-A Thorn Court	NC / 19720	M-F	
Rose Hill Park / Holloway Terrace	19 Lambson Lane	NC / 19720	M-F	
Simonds Garden Park	84 Simmonds Drive	NC / 19720	M-F	x
Spirit Life Summer Enrichment Camp	3401 Northeast Blvd.	Wilm / 19802	M-F	
Surratte / Dunleith Park	Anderson and Bethune Drive	Wilm / 19801	M-F	
Tabernacle Shalom	98 Harvey Road	Claymont/19703	F-S-S-M	x
Tender Care Learning Academy	120 Stroud Street	Wilm / 19805	M-F	
Tilton Park	7th & 8th and Franklin	Wilm / 19805	M-F	x
Praying Ground Community Church	41 E. 22nd Street	Wilm/ 19802	W	x
Urban Promise - Camp Amen			M-F	
Urban Promise - Camp Freedom			M-F	
Urban Promise - Camp Harmony	3301 N. Market St.	Wilm / 19802	M-F	
Urban Promise - Camp Hope	451 Townsend St.	Wilm / 19801	M-F	
Urban Promise - Camp Promise (Haven)	1502 W. 13th St.	Wilm / 19806	M-F	
Urban Promise - Camp Victory	1012 French St.	Wilm / 19801	M-F	

Victorious Faith Christian Worship Center	500 Concord Avenue	Wilm / 19802	MF	
Village of Eastlake	2412 Thatcher Street	Wilm / 19802	M-F	x
West End Neighborhood House	710 N. Lincoln St.	Wilm / 19805	M-F	
William Hicks Anderson Community Center	501 N. Madison St.	Wilm / 19801	M-F	
Windows of Heaven Day Camp	3007 N. Tatnall St.	Wilm / 19802	M-F	
Woodlawn Library		Wilm / 19805	M-F	x
Z & Z Early Learning Center (Xavier School)	1315 North Union Street	Wilm / 19806	M-F	
Youth Empowerment Program	1009 Sycamore St.	Wilm / 19805	M-F	
Youth Law Enforcement Academy	500 Wilmington Ave.	Wilm / 19801	M-F	
Number of Sites Daily Unitized		38		
Number of Sites Meal Kits		46		
TOTAL		84		

SUMMER FOOD SERVICE PROGRAM MEAL PATTERNS

FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST Serve all three	LUNCH OR SUPPER Serve all four	SNACK Serve two of the four
Milk	REQUIRED	REQUIRED	
Fluid milk (whole, low-fat, or fat-free)	1 cup ¹ (½ pint, 8 fluid ounces) ²	1 cup (½ pint, 8 fluid ounces) ³	1 cup (½ pint, 8 fluid ounces) ²
Vegetables and Fruits – Equivalent quantity of any combination of...	REQUIRED	REQUIRED	
Vegetable or fruit or	½ cup	¼ cup total ⁴	¼ cup
Full-strength vegetable or fruit juice	½ cup (4 fluid ounces)		¼ cup (6 fluid ounces) ⁵
Grains/Breads⁶ – Equivalent quantity of any combination of...	REQUIRED	REQUIRED	
Bread or	1 slice	1 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. or	1 serving ⁷	1 serving ⁷	1 serving ⁷
Cold dry cereal or	¼ cup or 1 ounce ⁸		¼ cup or 1 ounce ⁸
Cooked cereal or cereal grains or	½ cup	½ cup	½ cup
Cooked pasta or noodle products	½ cup	½ cup	½ cup
Meat/Meat Alternates Equivalent quantity of any combination of...	OPTIONAL	REQUIRED	
Lean meat or poultry or fish or	1 ounce	2 ounces	1 ounce
Alternate protein products ⁹ or	1 ounce	2 ounces	1 ounce
Cheese or	1 ounce	2 ounces	1 ounce
Egg (large) or	½	1	½
Cooked dry beans or peas or	¼ cup	¼ cup ¹	¼ cup ¹
Peanut or other nut or seed butters or	2 tablespoons	4 tablespoons	2 tablespoons
Nuts or seeds ¹⁰ or		1 ounce=50% ¹¹	1 ounce
Yogurt ¹²	4 ounces or ½ cup	8 ounces or 1 cup	4 ounces or ½ cup

1 For the purposes of the requirement outlined in this table, a cup means a standard measuring cup

2 Served as a beverage or on cereal or used in part for each purpose

3 Served as a beverage

4 Serve two or more kinds of vegetable or fruits or a combination of both.

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

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

6 Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) shall be whole-grain or enriched. Cornbread, biscuits, rolls, muffins, etc. shall be made with whole-grain or enriched meal or flour. Cereal shall be whole-grain, enriched, or fortified

7 Serving sizes and equivalents will be in guidance materials to be distributed by FNS to State agencies

8 Either volume (cup) or weight (ounces), whichever is less

9 Must meet the requirements of 7 CFR 225 Appendix A

10 Tree nuts and seeds that may be used as meat alternate are listed in program guidance

11 No more than 50 percent of the requirement shall be met with nuts or seeds.

Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purposes of determining combinations, one ounce of nuts or seeds is equal to one ounce of cooked lean meat, poultry or fish

12 Plain or flavored, unsweetened or sweetened

The City of Wilmington will have two choices for their menu options to select from daily to and provide vendor with menu choices within a 15-day window.

Schedule C

	Breakfast	
	Option 1	Option 2
Day 1	Blueberry Muffin, Fresh Fruit, 1 % Milk	Whole Grain Berry Cheerios Cereal, Fresh Fruit, 1 % Milk
Day 2	Whole Grain Cheerios, String Cheese, Fresh Fruit, 1 % Milk	Plain Bagel, Cream Cheese Packet, Fresh Fruit, 1 % Milk
Day 3	Blueberry Chex Cereal, Fresh Fruit, 1 % Milk	Whole Grain Berry Cheerios, Fresh Fruit, 1 % Milk
Day 4	Waffle, Syrup Packet, Fresh Fruit, 1 % Milk	Whole Grain Cinnamon Chex Cereal, Animal Crackers, Fresh Fruit, 1 % Milk
Day 5	Yogurt, Granola, Fresh Fruit, 1 % Milk	French Toast Muffin, Fresh Fruit, 1 % Milk
Day 6	Blueberry Bagel, Cream Cheese Packet, Fresh Fruit, 1 % Milk	Corn Chex Cereal, Animal Crackers, Fresh Fruit, 1 % Milk
Day 7	Strawberry Pancake Bowl, Fresh Fruit, 1 % Milk	Whole Grain French Toast Sticks, Syrup Packet, Fresh Fruit, 1 % Milk
Day 8	Zee Zee Berry Apple Crisp Bar, Fresh Fruit, 1 % Milk	Whole Grain Rice Crisp Cereal, Fresh Fruit, 1 % Milk
Day 9	Lemon Muffin, Fresh Fruit, 1 % Milk	Whole Grain Cheerios, String Cheese, Fresh Fruit, 1 % Milk
Day 10	Whole Grain Rice Crisp Cereal, Fresh Fruit, 1 % Milk	Zee Zee Apple Crisp Bar, Fresh Fruit, 1 % Milk
Day 11	Whole Grain French Toast Sticks, Syrup Packet, Fresh Fruit, 1 % Milk	Blueberry Muffin, Fresh Fruit, 1 % Milk
Day 12	Whole Grain Corn Chex Cereal, String Cheese, Fresh Fruit, 1 % Milk	Apple Pancake Bowl, Fresh Fruit, 1 % Milk
Day 13	Cinnamon Crumble, Fresh Fruit, 1 % Milk	Blueberry Bagel, Cream Cheese Packet, Fresh Fruit, 1 % Milk
Day 14	Cinnamon Grahams Crackers, String Cheese, Fresh Fruit, 1 % Milk	Waffle, Syrup Packet, Fresh Fruit, 1 % Milk
Day 15	Banana Muffin, Fresh Fruit, 1 % Milk	Yogurt, Granola, Fresh Fruit, 1 % Milk

Schedule C

Lunch

	Option 1	Option 2
Day 1	WG Grilled Cheese, Green beans, Fresh Fruit, 1 % Milk	WG Pizza Crunchers, Waffle fries, Ketchup Packet, Fresh Fruit, 1 % Milk
Day 2	WG Chicken Tenders, Honey Mustard Packet, Green Beans, Fresh Fruit, 1% Milk	Egg Salad on WG Bun, Baby Carrots, Ranch Dressing Packet, Fresh Fruit, 1% Milk
Day 3	Tuna Salad, WG Bun, Cole Slaw, Fresh Fruit, 1 % Milk	Turkey & Cheese, WG Wheat, Mayo Packet, Tomato Salad, Fresh Fruit, 1 % Milk
Day 4	Turkey Hot Dog, WG Bun, Ketchup & Mustard Packet, Fries, Fresh Fruit, 1 % Milk	WG Pizza Crunchers, Waffle fries, Ketchup Packet, Fresh Fruit, 1 % Milk
Day 5	WG Fish Sticks, Brown Rice & Carrots, Ketchup Packet, Fresh Fruit, 1 % Milk	Oven Fried Chicken Mashed Potatoes, WG Biscuit, Fresh Fruit, 1 % Milk
Day 6	Meatballs, WG Bun, Fries, Ketchup Packet, Fresh Fruit, 1 % Milk	Chicken Alfredo, WG Pasta, Broccoli, Fresh Fruit, 1 % Milk
Day 7	WG Chicken Nuggets, BBQ Sauce Packet, Sweet Potato Fries, Ketchup Packet, Fresh Fruit, 1 % Milk	Taco Bake, Fiesta Corn Salsa & Tortilla Chips, Fresh Fruit, 1 % Milk
Day 8	Chicken Salad, WG Bun, Cucumber Salad, Fresh Fruit, 1 % Milk	WG Lasagna, Cauliflower, Fresh Fruit, 1 % Milk
Day 9	Chicken Steak, WG Roll, Waffle Fries, Ketchup Packet, Fresh Fruit, 1 % Milk	T. Bacon Cheeseburger, WG Bun, Waffle Fries, Ketchup Packet, Fresh Fruit, 1 % Milk
Day 10	Sloppy Joe, WG Bun, Waffle fries, Ketchup Packet, Fresh Fruit, 1 % Milk	Turkey Cobb Salad, WG Roll, Fresh Fruit, 1 % Milk
Day 11	Turkey Ham & Cheese, Mustard Packet, Celery Sticks, Ranch Dressing Packet, Fresh Fruit, 1 % Milk	Baked Chicken, WG Mac & Cheese, Stewed Tomatoes, Fresh Fruit, 1 % Milk
Day 12	Pizza Lunchable - WG Flatbread, Sauce, Mozz Cheese, T. Pepperoni, Zucchini, Ranch Dressing Packet, Fresh Fruit, 1 % Milk	Asian Chicken WG Wrap - Diced Chix, Lett, Shred Cabbage, Shred Carrots, 10" Wrap, Sesame Dressing Packet, Fresh Fruit, 1 % Milk
Day 13	Beef Bologna & Cheese, Mustard Packet, Potato Salad, Fresh Fruit, 1 % Milk	Fish Patty, WG Mac & Cheese, Stewed Tomatoes, Fresh Fruit, 1 % Milk
Day 14	Cheesesteak, WG Roll, Sweet Potato Fries, Ketchup Packet, Fresh Fruit, 1 % Milk	Turkey BLT Wrap, Potato Salad, Fresh Fruit, 1 % Milk
Day 15	Chicken Fajitas, Fiesta Corn Salsa & Tortilla Chips, Fresh Fruit, 1 % Milk	Roast Turkey w/ Gravy, Mashed Potatoes, WG Roll, Fresh Fruit, 1 % Milk



PRICE PAGE

PROPOSAL FORM

21029PR

DATE: 05/27/2021

CONTRACT: 21048PR

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

City of Wilmington Business License Number is 2592

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.

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

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

<u>Item</u>	<u>Approximate Quantity</u>	<u># of Days</u>	<u>Description</u>	<u>Unit Price</u>	<u>Price</u>	
1	500	49	Individual Breakfasts (as specified)	\$ <u>1.93</u>	\$ <u>47,285.00</u>	✓
2	500	49	Individual Lunches (as specified)	\$ <u>2.86</u>	\$ <u>70,070.00</u>	✓
3	100	49	Individual Suppers (as specified)	\$ <u>3.01</u>	\$ <u>14,749.00</u>	✓
4	700	70	7-Day Meal Kit Breakfast-Lunch included	\$ <u>36.75</u>	\$ <u>1,800,750.00</u>	✓
5	56	70	7-Day Meal Kit Suppers included	\$ <u>23.20</u>	\$ <u>90,944.00</u>	✓
GRAND TOTAL					\$ <u>2,023,798.00</u>	✓

Location of Bidders' Preparation Facility:

4135 Birney Avenue

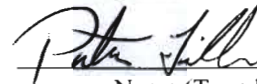
Moosic, PA 18507

FIRM:

Preferred Meal Systems, Inc.

Corporation, Partnership, Individual

PER:



Patrice Tillman

Name (Typed or Printed)

TITLE:

VP - Controller

EMAIL:

patrice.tillman@preferredmeals.com

ADDRESS:

5240 St. Charles Road, Berkeley, IL 60163

PHONE:

708-318-2500

FAX:

708-493-2690

FEDERAL I.D.:

36-2664596

MATH
OK
mt

PREFERRED MEAL SYSTEMS, INC.

CERTIFIED COPY OF RESOLUTIONS

I, the undersigned, President, K-12, of Preferred Meal Systems, Inc., a Delaware Corporation, hereby certify that the following Resolutions excerpted from the minutes of the corporation were duly adopted by unanimous consent of the Board of Directors of the Corporation on the 2nd day of January 2020.

RESOLVED, that the President, K-12, Vice President and Controller of this Corporation be and hereby are authorized to execute and deliver on behalf of this Corporation contract documents; and

FURTHER RESOLVED, that the President, K-12 and Vice President and Controller of this Corporation be and hereby are authorized to attest to the said contract and other documents.

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

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

President, K-12

Barbara Timm-Brock

Vice President and Controller

Patrice Tillman

IN WITNESS WHEREOF, I have herunto set my hand and seal of the Corporation this 2nd day of January 2020.



Barbara Timm-Brock, President, K-12

David Jones

From: Katherine De Rosas-Magbalon
Sent: Wednesday, May 26, 2021 9:51 AM
To: David Jones
Subject: RE: City of Wilmington Delaware - business license

Follow Up Flag: Follow up
Flag Status: Flagged

I don't have the copy of the Business License yet but we already renewed and pay for this license in Dec 2020. If you check the City of Wilmington our Business License is up to date.

cityofwilmingtondecitizens.munisselfservice.com/citizens/BusinessLicenses/Detail.aspx

Apps Managed bookmarks CashPro

tyler Munis Self Service

Business License

License Details

License Details	
Bill Year	2021
Bill Number	790438
Bill Date	1/1/2021
Name & Address	PREFERRED MEAL SYSTEMS 5240 SAINT CHARLES RD BERKELEY, IL 60163-1341
Owner ID	804491
Location	5240 SAINT CHARLES RD
License No.	2592
License Category	WHOLESALE/MANUFACTURER
License Type	WHOLESALE EDIBLE

From: David Jones <David.Jones@preferredmeals.com>
Sent: Tuesday, May 25, 2021 6:02 PM
To: Katherine De Rosas-Magbalon <Katherine.Magbalon@preferredmeals.com>
Subject: City of Wilmington Delaware - business license

Do you have the current license? The one I have expired on 12/31/2020. Please send if you have it.

Thanks.

David Jones
Bid and Contract Administrator
Office: 708.617.9968
Fax: 708-493-2690
david.jones@preferredmeals.com

CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO.

022543

LICENSE NO.

2592

CODE

9007

WHOLESALE EDIBLE

BUSINESS PREFERRED MEAL SYSTEMS

5240 SAINT CHARLES RD

BERKELEY, IL 60163-1341

PREFERRED MEAL SYSTEMS

5240 SAINT CHARLES RD

BERKELEY, IL 60163-1341

Jeffrey G. Starkey

COMMISSIONER

DEPARTMENT OF LICENSES & INSPECTIONS

ISSUED BY

Expires: 12/31/2020

FEE PAID

\$181.00



2020

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

LICENSE NO. 2012103617 DORBL

STATE OF DELAWARE

VALID

POST CONSPICUOUSLY

DIVISION OF REVENUE

01/01/19 - 12/31/21
NOT TRANSFERABLE

DLN: 18 95518 60

BUSINESS CODE 374
GROUP CODE

LICENSED ACTIVITY WHOLESALER-FOOD PROCESSOR

DATE ISSUED: 12/07/18

****VALIDATED****

2021

LICENSE FEE: \$ 225.00

MAILING ADDRESS

BUSINESS LICENSE

BUSINESS LOCATION

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



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

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

JENNIFER R. HUDSON

DIRECTOR OF REVENUE

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PREFERRED MEAL SYSTEMS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF MARCH, A.D. 2019.

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

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

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




Jeffrey W. Bullock, Secretary of State

664425 8300

SR# 20191903103

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202420659

Date: 03-12-19



BUSINESS LICENSE

No. 14

\$200.00

In Consideration of **Two Hundred Dollars,**
By Authority of the Village of Berkeley
License is Hereby Granted to **Preferred Meals**

To Operate a Business for a Term

Commencing the 1st day of January and Ending on the 31st day of December, 2021
In said Village, subject to the Ordinances of said Village in such case made and provided.
Witness the hand of the Village President of said Village and the corporate seal thereof,

This 21st day of January, 2021.

Maria M. Rivera Village President

Attest: -----

Clerk

GRANT OF INSPECTION

1. DATE September 21, 2016	2. ESTABLISHMENT NO. 1000 / P-7521
3. DISTRICT CODE 60 14	
4. NAME AND MAILING ADDRESS OF APPLICANT (Use 9 Digit Zip Code if Known) Preferred Meal Systems, Inc. 5240 St. Charles Road Berkeley, IL 60163	5. DISTRICT OFFICE CONTACT INFORMATION (mailing address, e-mail, phone number) Philadelphia District Office Mellon Independence Center, 701 Market Street, Suite 4100-A Philadelphia, PA 19106 E-mail: Philadelphia.GrantCurator@fsis.usda.gov
6. LOCATION OF ESTABLISHMENT (PHYSICAL STREET ADDRESS) 4135 Birney Avenue Moosic, PA 18507	7. TYPE OF GRANT <input type="checkbox"/> CONDITIONAL (VALIDATE HACCP PLAN) <input checked="" type="checkbox"/> REGULAR
8. TYPE OF INSPECTION (Check all that apply) <input checked="" type="checkbox"/> MEAT <input checked="" type="checkbox"/> POULTRY <input type="checkbox"/> EGG <input type="checkbox"/> IMPORT <input type="checkbox"/> SILURIFORMES FISH	9. DATE OF INAUGURATION OF SERVICE July 22, 1991

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

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

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

REMARKS:

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

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

Tel. No.: 570-457-8311

DISTRICT MANAGER SIGNATURE

PRINT NAME

For MARG DOM

Ms. Susan G. Scarcia, District Manager

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF AGRICULTURE
BUREAU OF FOOD SAFETY AND LABORATORY SERVICES

FOOD ESTABLISHMENT REGISTRATION

Registration No:
158255

Business Name:
PREFERRED MEALS

Business Address:
4135 BIRNEY AVE
MOOSIC, PA 18507

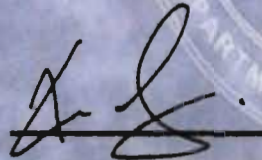
Expiration Date:
5/16/2021

Licensee:
PREFERRED MEAL SYSTEMS

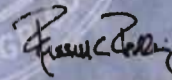
Owner's Name:
GEORGE CHVARI

Title:
PRESIDENT

Signature (applicant)



Secretary



REGISTRATION IS NON-TRANSFERABLE

Wholesale Food Establishment Inspection Report

Facility: PREFERRED MEALS Facility ID: 119167
Owner: PREFERRED MEAL SYSTEMS
Address: 4135 Birney AVE
City/State: Moosic PA
Zip: 18507 **County:** Lackawanna **Region:** Region 3
Phone: 5705893047

Insp. ID: 792191
Insp. Date: 4/22/2020
Insp. Reason: Regular
No. of Risk Factors: 0
No. of Repeat Risk Factors: 0
Overall Compliance: IN

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

Risk Factors are improper practices identified as the most prevalent contributing factors of foodborne illness or injury.
Public Health Intervention are control measures to prevent foodborne illness or injury.

IN = In Compliance, OUT = Out of Compliance, N/O = Not Observed, N/A = Not Applicable, C = Corrected On Site, R = Repeat Violation

Demonstration of Knowledge		Potentially Hazardous Food Time/Temperature	
1. Education / Training / Correct Responses - 21 CFR 110.10	In	15. Proper disposition of returned, reconditioned, reworked, recalled & unsafe food - 21 CFR 110.80	In
Employee Health		Consumer Advisory Labeling	
2. Management awareness; policy present - 21 CFR 110.10	In	23. Consumer advisory labeling provided where required by law - 21 CFR 101	N/A
3. Proper use of reporting; restriction & exclusion - 21 CFR 110.10	In	Chemical	
Good Hygienic Practices		24. Food additives: approved & properly used - 21 CFR 170-190	N/A
4. Proper eating, tasting, drinking, or tobacco use - 21 CFR 110.10	In	25. Toxic substances properly identified, stored & used - 21 CFR 110.35	In
5. No discharge from eyes, nose, and mouth - 21 CFR 110.10	In	Conformance with Regulated Procedure	
Preventing Contamination by Hands		26. Compliance with Seafood HACCP, Juice HACCP, Low Acid Canned Food, Acidified Food, and other regulated processes. - 21 CFR 110-129	In
6. Hands clean & properly washed - 21 CFR 110.10	In		
7. Bare hand contact with processed RTE foods minimized - 21 CFR 110.10	In		
8. Adequate handwashing facilities supplied & accessible - 21 CFR 110.37	In		
Approved Source			
9. Food obtained from identifiable sources - 21 CFR 110.80	In		
10. Food received at proper temperature - 21 CFR 110.80	N/O		
11. Food in good condition, safe, & unadulterated - 21 CFR 110.80	In		
12. Required records available: shellstock tags, parasite destruction - 21 CFR 110; 21 CFR 123	N/A		
Protection from Contamination			
13. Food separated & protected - 21 CFR 110.35; 110.80	In		
14. Food-contact surfaces: cleaned & sanitized - 21 CFR 110.35	In		

GOOD MANUFACTURING PRACTICES


Good Manufacturing Practices are preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

Food Temperature Control		Proper Use of Utensils and Equipment	
28. Water & ice from approved source - 21 CFR 110.37	In	40. In-use utensils and equipment: properly stored - 21 CFR 110.80	In
29. Specialized Processing Methods Properly Validated - 21 CFR 110.80	In	41. Utensils and equipment: properly stored & handled - 21 CFR 110.35	In
Food Identification		Utensils and Equipment	
30. Proper cooling methods used during processing and storage; adequate equipment for refrigeration - 21 CFR 110.40; 110.80	In	42. Single-use & single-service articles: properly stored & used - 21 CFR 110.35	In
31. Frozen Food maintained frozen; adequate equipment for frozen storage - 21 CFR 110.80	In	43. Gloves used properly - 21 CFR 110.10	In
32. Approved thawing methods used during processing - 21 CFR 110.80	In	Physical Facilities	
33. Temperature, pH, Aw, chemical test strips and other measuring devices provided, maintained & accurate - 21 CFR 110.40	In	44. Food & non-food contact surfaces cleanable, properly designed, constructed, & used - 21 CFR 110.40	In
34. Food properly labeled - 21 CFR 101	In	45. Cleaning and Warewashing facilities are installed, maintained, & used properly - 21 CFR 110.80	In
Prevention of Food Contamination		46. Non-food contact surfaces clean - 21 CFR 110.35	In
35. Insects, rodents & animals not present; no unauthorized persons - 21 CFR 110.20; 110.35	In	Physical Facilities	
36. Contamination prevented during food processing, storage and distribution - 21 CFR 110.35, 110.40, 110.80, 110.93	In	47. Hot & cold water available; adequate pressure - 21 CFR 110.37	In
37. Personal cleanliness - 21 CFR 110.10	In	48. Plumbing installed; proper backflow devices - 21 CFR 110.37	In
38. Cleaning equipment: properly used & stored - 21 CFR 110.40	In	49. Sewage & waste water properly disposed - 21 CFR 110.20, 110.37	In
39. Procedures for Control of Physical and Chemical Hazards in Food - 21 CFR 110.80	In	50. Toilet facilities: properly constructed, supplied, & cleaned - 21 CFR 110.37	In
		51. Garbage & refuse properly disposed; facilities maintained - 21 CFR 110.37	In
		52. Physical facilities installed, maintained, & clean - 21 CFR 110.20	In
		53. Adequate ventilation & lighting; designated areas used - 21 CFR 110.20	In

Wholesale Food Establishment Inspection Report

Facility: PREFERRED MEALS Facility ID: 119167
 Owner: PREFERRED MEAL SYSTEMS
 Address: 4135 Birney AVE
 City/State: Moosic PA
 Zip: 18507 County: Lackawanna Region: Region 3
 Phone: 5705893047

Insp. ID: 792191
 Insp. Date: 4/22/2020
 Insp. Reason: Regular
 No. of Risk Factors: 0
 No. of Repeat Risk Factors: 0
 Overall Compliance: IN

Visit Date	Person In Charge	Person In Charge Signature	Sig. Date	Sanitarian	Sanitarian Signature	Sig. Date	Time In	Time Out
4/22/2020	Jose Ortiz (Signature on File)		4/22/2020	Sara Paiva		4/22/2020	9:20 AM	12:00 PM

TEMPERATURE OBSERVATIONS

Item	Location	Temp	Item	Location	Temp	Item	Location	Temp
Hot Water	Sink	102°F	Ambient	Walk-In Freezer	-5°F			°

PUBLISHED COMMENTS

Reviewed the information accuracy in both the facility's account and the owner's account in PAFoodSafety system. New information was obtained and entered in the system to reflect the new changes that have occurred since the last inspection. The following information has been updated: Reference data.

Reviewed and evaluated the firm's Food Safety systems for identifying and controlling hazards to include [Food Safety plan, HACCP plan, Hazard Analysis, Process Controls, Supplier Verification program, Sanitation program, Allergen program, Recall plan, training program], and any associated records with monitoring, corrective actions, verification activities, and others as necessary.

Reviewed and evaluated the firm's sanitation control procedures, implementation and monitoring records for the applicable key areas including [safety of water, condition & cleanliness of food contact surfaces, prevention of cross-contamination, maintenance of sanitary facilities, protection from adulteration, proper handling of toxic chemicals, control of employee health conditions, and exclusion of pests].

Reviewed and discussed report and findings with the Director of Manufacturing, Jose Ortiz who acknowledged receipt of the report.

Reviewed social distance in the production area and observed use of masks for employees. Reviewed and furnished discussed COVID-19 emergency guidance information with PIC.

No violations observed at the time of this inspection.

During this inspection, firm was processing emergency meal kits, fresh meals for other institution such as Pre-K-12 grade children and meals for NY housing/ homeless shelters; [spicy koren style fried chicken rice bowl, crispy tenders shaped chicken pattie fritters, chicken alfredo, beef salami, american cheese on wheat bread, milk, fruit, juice, wheat bread with margarine - for institutional use only, turkey ham, cheese, hoagies, cucumber, fresh fruit] Collected finished product labels.



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

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

1. LICENSE NO. 20170242 2. ANNIVERSARY DATE 12-08-2021 3. TYPE OF BUSINESS FRESH AND FROZEN 4. NATURE OF BUSINESS PROCESSOR 5. OWNERSHIP TYPE CORPORATION 6. NO. OF BRANCHES 3

ATTN: PREFERRED MEAL SYSTEMS
 INC
 PREFERRED MEAL SYSTEMS INC
 5240 ST CHARLES ROAD,
 BERKELEY, IL 60163-0000

Read
 "NOTICE TO LICENSEE"
 on reverse side

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

Phone: (708) 318-2500 Fax: (708) 493-2690

Email: RHONDA.HEDDINGER@PREFERREDMEALS.COM

EIN: 36-2664596

STATE IN WHICH INCORPORATED OR FORMED: DE

DATE INCORPORATED: 10-02-1967

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

NAME (LAST - FIRST - MIDDLE INITIAL)

TITLE

RHONDA HEDDINGER

VICE PRESIDENT

PATRICE TILLMAN

CONTROLLER, VICE PRESIDENT

ELIOR NORTH AMERICA

STOCKHOLDER

MARK GOODMAN

VICE PRESIDENT

PAUL ALTOBELLI

MULTIPLE TRADE NAMES AND BRANCHES :

PREFERRED MEAL SYSTEMS INC	MOOSIC	PA
PREFERRED MEAL SYSTEMS INC	BERKELEY	IL
PREFERRED MEAL SYSTEMS INC	IRVINE	CA

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

FV-231
 (10-02)
 CG: HF DL


 DEPUTY ADMINISTRATOR, FAIR TRADE PRACTICES PROGRAM

LICENSE
 AMENDED
 01-25-2021

NOTICE TO LICENSEE

This license covers transactions conducted only by the licensee to whom issued.

Licensees are required to promptly notify the Department of any changes to their license. This includes change of address, changes to principals, branches and trade names. More than one trade name may be used by an entity and covered by the same licensee after approval by the Department of Agriculture.

When there are any changes in ownership of a business, an additional or withdrawal of member of a partnership, or in case the business is conducted under a different corporate charter, a new license is required.

Report all changes to:

U.S. Department of Agriculture
Agricultural Marketing Service
Speciality Crops Program, PACA Branch
National License Center
1400 Independence Ave SW RM 1522S
Washington, D.C. 20250-0242

Questions, call (800) 495-7222 or email PACALicense@ams.usda.gov

Visit our website at www.ams.usda.gov/paca

Executive Order 9397 and 7 USC 499, et. Seq., authorize solicitation of information. Disclosure is mandatory to evaluate eligibility of license. Failure to provide information may cause delay in processing the application. Information may be referred to: Department of Justice and other agencies, whether Federal, State, local or foreign responsible for implementing, or for investigation or processing violations of the applicable statute, rule regulation or order; to a court, magistrate, or administrative tribunal; or to a Congressional office in response to constituent's request about his/her records.

FV-231 (04-14) Reverse



NSF Certification, LLC
 789 Dixboro Rd.
 Ann Arbor, MI 48105

Certificate Of Registration

Preferred Meal Systems - Moosic

4135 Birney Ave
 Moosic Pennsylvania 18507 United States

is registered as meeting the requirements of the:

SQF Food Safety Code for Manufacturing Edition 8

Certification Details:	
Date of Decision: Nov 08, 2019	Date of Expiry: Dec 12, 2020
Date of Audit: Sep 12, 2019	Date of Next Audit: Sep 28, 2020
Certificate Number: 8457	Certification Type: Recertification

Registration Schedule:

Scope of Registration (*Food Sector Categories*): 14 Fruit, Vegetable and Nut Processing, and Fruit Juices

Certified Products: Fresh Salads

Scope of Registration (*Food Sector Categories*): 20 Recipe Meals Manufacture

Certified Products: prepared meals, charbroiled products, pizza and sandwiches



SQF Institute is a division of the Food Marketing Institute (FMI).



Tom Chestnut

Tom Chestnut
 Senior Vice President, Global Food Division

Authorized by

Robert Prevedar

Robert Prevedar
 Global Managing Director, Supply Chain Food Safety

Issuing Officer

State of Delaware



Office of Secretary of State

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

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

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



Elisha C. Dukes

Secretary of State

M. Blount

Asst. Secretary of State

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "MASS FEEDING CORPORATION", CHANGING ITS NAME FROM "MASS FEEDING CORPORATION" TO "PREFERRED MEAL SYSTEMS, INC.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF JANUARY, A.D. 1984, AT 2 O'CLOCK P.M.



Handwritten signature of Edward J. Freel in cursive.

Edward J. Freel, Secretary of State

0664425 8100

971233618

AUTHENTICATION:

8557733

DATE:

07-15-97

Day 1		Day 2		Day 3		Day 4		Day 5	
FRUITY CHEERIOS Fresh Peach Fat Free White Milk Ice	20150 8439B 92070	CINNAMON BUN Fresh Banana Fat Free White Milk Ice	25429 8439B 92070	BLUEBERRY MUFFIN Fresh Nectarine Fat Free White Milk Ice	25584 8439B 92070	CINNAMON TOAST CRUNCH Fruit Punch Juice 100% Fat Free White Milk Ice	21296 8439B 92070	APPLE MUFFIN Fresh Grapes Fat Free White Milk Ice	20158 8439B 92070
Day 6		Day 7		Day 8		Day 9		Day 10	
RICE KRISPIES Fresh Banana Fat Free White Milk Ice	21297 8439B 92070	BANANA MUFFIN Orange Juice 100% Fat Free White Milk Ice	25557 8439B 92070	CHEERIOS Fresh Strawberries Fat Free White Milk Ice	25585 8439B 92070	SUPER DONUT Fresh Plum Fat Free White Milk Ice	25560 8439B 92070	GOLDEN GRAHAM'S Apple Juice 100% Fat Free White Milk Ice	20162 8439B 92070



Day 1		Day 2		Day 3		Day 4		Day 5									
21185	CORNEB BEEF & SWISS CHEESE ON RYE BREAD Fruit Punch 100% Watermelon Mustard Fat Free Chocolate Milk Ice	21193	TURKEY BREAST ON WHOLE WHEAT BREAD Apple Juice 100% Fresh Strawberries Mayonnaise Fat Free Chocolate Milk Ice	21187	CHICKEN PATTY & AMERICAN CHEESE ON KAISER ROLL Orange Juice 100% Lettuce & tomatoes Ranch Dressing Fat Free Chocolate Milk Ice	21165	TURKEY SALAMI ON WHOLE GRAIN WHITE BREAD Grape Juice 100% Coleslaw Mustard Fat Free Chocolate Milk Ice	21189	TUNA SALAD ON WHOLE WHEAT BUN Lettuce & Tomatoes Fresh Peach French Dressing Fat Free Chocolate Milk Ice	21185	610B 92070	21187	610B 92070	21165	610B 92070	21189	610B 92070
Day 6		Day 7		Day 8		Day 9		Day 10									
21192	BEEF BOLOGNA & AMERICAN CHEESE ON WHOLEWHEAT ROLL Orange Juice 100% Honey Dew Melon Mayonnaise Fat Free Chocolate Milk Ice	21191	TURKEY HAM & PROVOLONE CHEESE ON KAISER ROLL Apple Juice 100% Fresh Plum Mustard Fat Free Chocolate Milk Ice	21190	SLICED CHICKEN ON WHOLE GRAIN WHITE BREAD Orange Juice 100% Cantaloupe Mayonnaise Fat Free Chocolate Milk Ice	21186	BEEF PASTRAMI & AMERICAN CHEESE ON RYE BREAD CranApple Juice 100% Fresh Grapes Mustard Fat Free Chocolate Milk Ice	21194	CHICKEN SALAD ON KAISER ROLL Grape Juice 100% Fresh Nectarine Mayonnaise Fat Free Chocolate Milk Ice	21186	21186	21190	21190	21186	21186	21194	21194
610B 92070	610B 92070	610B 92070	610B 92070	610B 92070	610B 92070	610B 92070	610B 92070	610B 92070	610B 92070	610B 92070	610B 92070	610B 92070	610B 92070	610B 92070	610B 92070		

BREAKFAST Menu and Serving Instructions			Allergens										Storage		Serving Instructions
Day	Menu	Portion Qty	Wheat	Peanut	Egg	Milk	Soybean	Fish	Shellfish	Tree Nut	Carbs				
1	Rice Krispies	1gr									23	Pantry	Serve one bowl		
	Grape Juice	4oz									14	Refrig	Thaw & Serve		
	**Fresh Apple	1									17	Refrig	Keep refrigerated		
	**Milk or Dairy Free Option	8oz				X					11	Refrig	Keep refrigerated		
2	Blueberry Muffin	1 gr	X	X	X	X					20	Refrig	Thaw and Serve		
	Blended Fruit Juice	4oz									14	Refrig	Thaw and serve		
	**Fresh Orange	1									15	Refrig	Keep refrigerated		
	**Milk or Dairy Free Option	8oz				X					11	Refrig	Keep refrigerated		
3	Beef Sausage Slider	1m/ma,1 gr	X				X				14	*Freezer	Cook 12-15 minutes in a 325°F oven to a minimum of 165°F		
	Jelly	1pk									9	Pantry	Serve one packet		
	Orange Juice	4oz									14	Refrig	Thaw and serve		
	**Fresh Pear	1									18	Refrig	Keep refrigerated		
4	**Milk or Dairy Free Option	8oz				X					11	Refrig	Keep refrigerated		
	Waffles	2 gr	X	X	X	X					22	*Freezer	Cook 13-15 minutes in a 325°F oven to a minimum of 165°F		
	Syrup	1pk									20	Pantry	Serve one packet		
	Apple Cran Juice	4oz									13	Refrig	Thaw and serve		
5	**Fresh Orange	1									15	Refrig	Keep refrigerated		
	**Milk or Dairy Free Option	8oz				X					11	Refrig	Keep refrigerated		
	Cinnamon Flakes	1gr	X								24	Pantry	Serve one bowl		
	Blended Fruit Juice	4oz									14	Refrig	Thaw and serve		
6	**Fresh Apple	1									17	Refrig	Keep refrigerated		
	**Milk or Dairy Free Option	8oz				X					11	Refrig	Keep refrigerated		
	Egg & Cheese on English Muffin	1.75m/ma,2 gr	X	X	X	X					24	*Freezer	Cook 10-15 minutes in a 325°F oven to a minimum of 165°F		
	Apple Cran Juice	4oz									14	Refrig	Thaw and serve		
7	**Fresh Pear	1									18	Refrig	Keep refrigerated		
	Jelly	1pk									9	Pantry	Serve one packet		
	**Milk or Dairy Free Option	8oz				X					11	Refrig	Keep refrigerated		
	Cinnamon Roll	2 gr	X	X	X	X					37	*Freezer	Thaw at room temperature for 2 hours.		
7	Grape Juice	4oz									14	Refrig	Thaw and serve		
	Craisins	1/2c									27	Pantry	Serve one Packet		
	**Milk or Dairy Free Option	8oz				X					11	Refrig	Keep refrigerated		

LUNCH Menu and Serving Instructions			Allergens										Storage		Serving Instructions
Day	Menu	Portion Qty	Wheat	Peanut	Egg	Milk	Soybean	Fish	Shellfish	Tree Nut	Carbs				
1	Pizza Dippers	2m/ma, 2gr	X		X	X	X				28	*Freezer	Cook 16-18 minutes in a 325°F oven to a minimum of 165°F		
	Marinara Dipping Sauce	1/2 cup				X	X				9	*Freezer	Cook 20-22 minutes in a 325°F oven to a minimum of 165°F. Or, thaw and serve.		
	Green Beans	1/2 cup									6	*Freezer	Cook 20-25 minutes in a 325°F oven to a minimum of 165°F		
	Peach Cup	1/2 cup									21	Refrig	Thaw and serve		
2	**Milk or Dairy Free Option	8oz				X					11	Refrig	Keep refrigerated		
	Penne Pasta w/Meatsauce	2m/ma,1gr, 1/2c v	X		X	X	X				38	*Freezer	Cook 22-26 minutes in a 325°F oven to a minimum of 165°F.		
	Breadstick	1gr	X								20	*Freezer	Thaw and serve.		
	Mixed Vegetables	1/2c									12	*Freezer	Cook 15-20 minutes in a 325°F oven to a minimum of 165°F		
3	Applesauce	1/2c									14	Refrig	Thaw and serve		
	**Milk or Dairy Free Option	8oz				X					11	Refrig	Keep refrigerated		
	Cheesy Chipotle Chicken w/Spanish Rice	2m/ma,1gr,1/2v	X	X	X	X					41	*Freezer	Cook 22-26 minutes in a 325°F oven to a minimum of 165°F.		
	Broccoli	1/2c									5	*Freezer	Cook 14-18 minutes in a 325°F oven to a minimum of 165°F		
4	Mixed Fruit Cup	1/2c									18	Refrig	Thaw and serve		
	**Milk or Dairy Free Option	8oz				X					11	Refrig	Keep refrigerated		
	Breaded Chicken Nuggets	2m/ma,1gr	X				X				13	*Freezer	Cook 20-25 minutes in a 325°F oven to a minimum of 165°F.		
	Fiesta Beans	1/2cup									33	*Freezer	Cook 25-27 minutes in a 325° oven to a minimum of 165°F.		
5	Sun Splash Vegetable Juice	1/2cup									15	Refrig	Thaw and Serve		
	Pear Cup	1/2cup									14	Refrig	Thaw and Serve		
	BBQ Sauce	1pkt									7	Pantry	Store at Room Temperature		
	**Milk or Dairy Free Option	8oz				X					11	Refrig	Keep refrigerated		
6	Pancakes w/ Sausage	2m/ma,2g	X	X	X	X					28	*Freezer	Cook 12-15 minutes in a 325° oven to a minimum of 165°F.		
	Tropical Vegetable Juice	3/4cup					X				23	Refrig	Thaw and serve		
	Pineapple Cup	1/2 cup									18	Refrig	Thaw and serve		
	Syrup	1oz									20	Pantry	Serve one packet		
7	**Milk or Dairy Free Option	8oz				X					11	Refrig	Thaw and serve		
	Hot Dog	2m/ma									2	*Freezer	Cook 13-15 minutes in a 325° oven to a minimum of 165°F.		
	Hot Dog Bun	1.75 gr	X				X				24	*Freezer	Thaw and Serve		
	Diced Carrots	1/2 cup									9	*Freezer	Cook 20-25 minutes in a 325° oven to a minimum of 165°F.		
7	Potato Rounds	1/2c					X				17	*Freezer	Cook 20-22 minutes in a 325° oven to a minimum of 165°F.		
	Craisins	1/2 cup									27	Pantry	Serve one packet		
	Mustard	1pkt									0	Pantry	Serve one packet		
	Ketchup	1pkt									2	Pantry	Serve one packet		
7	**Milk or Dairy Free Option	8oz				X					11	Refrig	Thaw and serve		
	BBQ Chicken	2m/ma, 1/4 c v					X				17	*Freezer	Cook 18-23 minutes in a 325° oven to a minimum of 165°F.		
	Hamburger Bun	2gr	X				X				27	*Freezer	Thaw and serve		
	Corn	1/2 cup									17	*Freezer	Cook 12-15 minutes in a 325° oven to a minimum of 165°F.		
7	Orange Juice	4oz									14	Refrig	Thaw and serve		
	**Milk or Dairy Free Option	8oz				X					11	Refrig	Thaw and serve		

*KEEP FROZEN (if defrosted, keep refrigerated and consume within 5 days.) **Please Note: Milk NOT included in the box. ***Please note, items may be prepared in a facility that contains wheat, gluten, soy, milk, eggs, peanuts, tree nuts, fish or shellfish or processed on

BREAKFAST Menu and Serving Instructions

Day	Menu	Portion Qty	Allergens										Storage	Serving Instructions
			Wheat	Peanut	Egg	Milk	Soybean	Fish	Shellfish	Tree Nut	Carbs			
1	Frosted Flakes	1gr										24	Pantry	Serve one bowl
	Craisins	1/2 cup										28	Pantry	Serve one packet
	Orange Juice	4oz										14	Refrig	Thaw and serve
	**Milk or Dairy Free Option	8oz				X						11	Refrig	Keep refrigerated
2	Tky Ham & Cheese on English Muffin	1m/ma, 2gr	X			X	X					24	*Freezer	Cook 15-18 minutes in a 325°F oven to a minimum of 165°F
	Jelly	1pk										9	Pantry	Serve one packet
	Grape Juice	4oz										14	Refrig	Thaw and serve
	**Fresh Apple	1										17	Refrig	Keep refrigerated
	**Milk or Dairy Free Option	8oz				X						11	Refrig	Keep refrigerated
3	Fruity Cheerios	1gr										25	Pantry	Serve one bowl
	Apple Cran Juice	4oz										13	Refrig	Thaw and serve
	**Fresh Pear	1										18	Refrig	Keep refrigerated
	**Milk or Dairy Free Option	8oz				X						11	Refrig	Keep refrigerated
4	Waffles	2gr	X	X	X	X						22	*Freezer	Cook 13-15 minutes in a 325°F oven to a minimum of 165°F
	Syrup	1pkt										20	Pantry	Serve one packet
	Blended Fruit Juice	4oz										14	Refrig	Thaw and serve
	**Fresh Orange	1										15	Refrig	Keep refrigerated
	**Milk or Dairy Free Option	8oz				X						11	Refrig	Keep refrigerated
5	Banana Muffin	1gr	X	X	X	X						20	Refrig	Thaw and serve
	Grape Juice	4oz										14	Refrig	Thaw and serve
	**Fresh Apple	1										17	Refrig	Keep refrigerated
	**Milk or Dairy Free Option	8oz				X						11	Refrig	Keep refrigerated
	Chicken Biscuit	1m/ma, 2.25gr	X			X	X					33	*Freezer	Cook 18-25 minutes in a 325°F oven to a minimum of 165°F
6	Honey	1pkt										7	Pantry	Serve one packet
	Apple Cran Juice	4oz										13	Refrig	Thaw and serve
	**Fresh Pear	1										18	Refrig	Keep refrigerated
	**Milk or Dairy Free Option	8oz				X						11	Refrig	Keep refrigerated
	Cinnamon Roll	2 gr	X	X	X	X						37	*Freezer	Thaw at room temperature for 2 hours.
7	Blended Fruit Juice	4oz										14	Refrig	Thaw and serve
	**Fresh Orange	1										15	Refrig	Keep refrigerated
	**Milk or Dairy Free Option	8oz				X						11	Refrig	Keep refrigerated

LUNCH Menu and Serving Instructions

Day	Menu	Portion Qty	Allergens										Storage	Serving Instructions
			Wheat	Peanut	Egg	Milk	Soybean	Fish	Shellfish	Tree Nut	Carbs			
1	Vegetarian Chik'n Nuggets w/Potatoes	2m/ma, 1/2 cup v	X				X					41	*Freezer	Cook 12-15 minutes in a 300°F oven to a minimum of 165°F
	CornBread	2gr	X	X	X	X						32	*Freezer	Thaw and Serve
	Sun Splash Vegetable Juice	1/2cup										15	Refrig	Thaw and Serve
	Pineapple Cup	1/2 cup										18	Refrig	Thaw and serve
	BBQ Sauce	1pkt										7	Pantry	Serve one packet
	Ketchup	1pk										2	Pantry	Serve one packet
	**Milk or Dairy Free Option	8oz				X						11	Refrig	Keep refrigerated
2	Meatloaf w/Tomato Sauce	2.25m/ma, 1/4 cup v	X				X					7	*Freezer	Cook 18-23 minutes in a 325°F oven to a minimum of 165°F. As verified by a food thermometer.
	Breadstick	2 gr	X									20	Refrig	Thaw and serve
	Mixed Vegetables	1/2 cup										12	*Freezer	Cook 20-26 minutes in a 325°F oven to a minimum of 165°F
	Mixed Fruit Cup	1/2 cup										18	Refrig	Thaw and serve
	**Milk or Dairy Free Option	8oz				X						11	Refrig	Keep refrigerated
3	Cheesy Buffalo Chicken Rotini	2m/ma, 1gr	X			X	X					33	*Freezer	Cook 18-22 minutes in a 325°F oven to a minimum of 165°F.
	Broccoli	3/4 cup										7	*Freezer	Cook 18-22 minutes in a 325°F oven to a minimum of 165°F
	Orange Juice	1/2 cup										14	Refrig	Thaw and serve
	**Milk or Dairy Free Option	8oz				X						11	Refrig	Keep refrigerated
4	Chicken Tenders	2m/ma, 1gr	X				X					16	*Freezer	Cook 20-25 minutes in a 325°F oven to a minimum of 165°F
	Baked Beans	1/2 cup										37	*Freezer	Cook 20-22 minutes in a 325° oven to a minimum of 165°F.
	Sun Splash Vegetable Juice	1/2cup										15	Refrig	Thaw and Serve
	Applesauce	1/2 cup										14	Refrig	Thaw and serve
	Honey	1 packet										7	Pantry	Store at Room Temperature
5	**Milk or Dairy Free Option	8oz				X						11	Refrig	Keep refrigerated
	Nashville (Hot) Popcorn Chicken	2m/ma, 1gr	X			X	X					24	*Freezer	Cook 18-22 minutes in a 325°F oven to a minimum of 165°F
	Flour Tortillas	2gr	X									26	Refrig	Thaw and serve
	French Fries	3/4 cup					X					24	*Freezer	Cook 34-38 minutes in a 325°F oven to a minimum of 165°F
	Peach Cup	1/2 cup										21	Refrig	Thaw and serve
	Ketchup	1pk										2	Pantry	Serve one packet
	**Milk or Dairy Free Option	8oz				X						11	Refrig	Keep refrigerated
6	Cheese Pizza	2m/ma, 2gr, 1/4cup v	X			X	X					28	*Freezer	Cook 12-16 minutes in a 325°F oven to a minimum of 165°F
	Diced Carrots	1/2 cup										9	*Freezer	Cook 20-24 minutes in a 325°F oven to a minimum of 165°F
	Craisins	1/2 cup										28	Pantry	Serve one packet
	**Milk or Dairy Free Option	8oz				X						11	Refrig	Keep refrigerated
7	Hamburger	2m/ma			X		X					2	*Freezer	Cook 13-17 minutes in a 325°F oven to a minimum of 165°F
	Bun	2gr	X									26	*Freezer	Thaw and serve
	Tropical Vegetable Juice	3/4cup					X					23	Refrig	Thaw and serve
	Pear Cup	1/2 cup										14	Refrig	Thaw and serve
	Mustard	1pk										0	Pantry	Serve one packet
	Ketchup	1pk										2	Pantry	Serve one packet
	**Milk or Dairy Free Option	8oz				X						11	Refrig	Keep refrigerated

* KEEP FROZEN (If defrosted, keep refrigerated and consume within 5 days.)

Please Note: Fresh Fruit and Milk NOT included in the box. *Please note, items may be prepared in a facility that contains wheat, gluten, soy, milk, eggs, peanuts, tree nuts, fish or shellfish or processed on

City of Wilmington



MICHAEL S. PURZYCKI
Mayor

June 11, 2021

Mr. Philip Ceresini
Division of Procurement & Records
Department of Finance
City County Building
800 French Street
Wilmington, DE 19801

Dear Mr. Ceresini,

This letter serves to notify the Finance Department that the Parks and Recreation's Youth and Families Division accepts the bid submitted by Preferred Meals on contract #21029PR. The bid is for the 2021 (SFSP) Summer Food Service Program in the amount of \$2,023,798.00, at a unit cost of \$1.93 for 500 Breakfasts, \$2.86 for 500 Lunches and \$3.01 for 100 Suppers for 49 days. It also includes a unit cost of \$36.75 for 700 7-Day Meal Kits (Breakfast/Lunch included) and \$23.20 for 7-Day Meal Kits (Suppers included) for 70 days.

This acceptance is based on the bid opening that was held on June 3, 2021. The actual dollar amount to Preferred Meals will be based on the number of meals actually requested and received by the sponsor.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Ian R. Smith".

Ian R. Smith, Director
Parks and Recreation

Cc: Wayne Jefferson, Deputy Director, Parks and Recreation
Nicole R. Adams, Manager, Youth and Families Division
Aimee Beam, MPA Education Association, Community Nutrition Programs

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 21029PR is on this 11th of June 2021 awarded to Preferred Meals Systems, Inc in the amount of \$2,023,798.00 as per Proposal dated 5/27/21 and that this award is made in compliance with Wilm. Code (Charter), Section 8-200, to wit:


1. Plans and specifications for the work, supplies, or materials were filed with the Department of Finance, Division of Procurement and Records for public inspection on 5/20/21.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 5/20/21 & 5/25/21 stated that bids would be opened at 3:00 p.m. on 6/3/21
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 6/3/21. Other persons present at the opening of the bids were: Phil Ceresini, Shawnte Manning & Michael Maldonado
4. Bids were submitted by the following contractors in the following amounts for (Kirkwood Park):

<u>Contractor</u>	<u>Address</u>	<u>Date of Bid</u>	<u>Amount</u>
Preferred Meals Systems, Inc	Berkeley, IL	6/3/21	\$2,023,798.00
Revolutions Foods, Inc	Edison, NJ	6/3/21	\$2,041,457.60

5. City License Number _____

6. Upon recommendation of Department of Parks and 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>
Ian R. Smith	Director	6/11/21



Department of Finance, Division of Procurement

PREFERRED MEAL SYSTEMS, INC.

CERTIFIED COPY OF RESOLUTIONS

I, the undersigned, President, K-12, of Preferred Meal Systems, Inc., a Delaware Corporation, hereby certify that the following Resolutions excerpted from the minutes of the corporation were duly adopted by unanimous consent of the Board of Directors of the Corporation on the 2nd day of January 2020.

RESOLVED, that the President, K-12, Vice President and Controller of this Corporation be and hereby are authorized to execute and deliver on behalf of this Corporation contract documents; and

FURTHER RESOLVED, that the President, K-12 and Vice President and Controller of this Corporation be and hereby are authorized to attest to the said contract and other documents.

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

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

President, K-12

Barbara Timm-Brock

Vice President and Controller

Patrice Tillman

IN WITNESS WHEREOF, I have herunto set my hand and seal of the Corporation this 2nd day of January 2020.

Barbara Timm-Brock

Barbara Timm-Brock, President, K-12

State Of Delaware

Entity Details

7/12/2021 11:43:46AM

File Number: 664425

Incorporation Date / Formation Date: 10/2/1967

Entity Name: PREFERRED MEAL SYSTEMS, INC.

Entity Kind: Corporation

Entity Type: General

Residency: Domestic

State: DELAWARE

Status: Good Standing

Status Date: 3/12/2019

Registered Agent Information

Name: CORPORATE CREATIONS NETWORK INC.

Address: 3411 SILVERSIDE ROAD TATNALL BUILDING STE 104

City: WILMINGTON

Country:

State: DE

Postal Code: 19810

Phone:

FORM OF BOND

Know All Men by These Presents, That We, _____
Preferred Meals Systems, Inc
of 5240 St. Charles Road Berkeley, IL 60163-1341-----
as principal, and United States Fire Insurance Company

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 **Five Hundred Five Thousand Nine Hundred Forty-Nine Dollars and 50/100----- (\$505,949.50)** to be paid to the said obligee, the City of Wilmington, for which payment, well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors administrators, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals.

Dated the 2nd day of July, 2021

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 **21029PR "SUMMER FOOD SERVICE PROGRAM"** dated 21st day of June 2021, shall well and truly keep, do and perform, each and every, all and singular the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, including the payment in full to all and every person furnishing material or performing labor or service or any of them in and about the construction of said contract and the performance of said contract, all and every sum or sums of money due him, them or any of them, for all such labor, services and/or materials, and shall make good and reimburse the above named The City of Wilmington, a municipal corporation, sufficient funds to pay the cost of completing the contract which the obligee may sustain by reason of any failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

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

Signed, sealed, and delivered

Preferred Meals Systems, Inc

in the presence of:



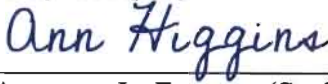
Witness

By: 



Name Typed or Printed

United States Fire Insurance Company
Surety Company

By: 

Ann Higgins, Attorney-In-Fact (Seal)



Address: **855 Winding Brook Drive**
Glastonbury, CT 06033

Telephone: **860-956-3424**

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Michele L. Grogan; Kesha Greene; Anthony Higgins; Danielle Schmitt; Kelsey Lea Ratcliffe** each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11th day of March, 2021.

UNITED STATES FIRE INSURANCE COMPANY

ARR

Anthony R. Slimowicz, Executive Vice President



State of New Jersey }
County of Morris }

On this 11th day of March 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686**

Sonia Scala

Sonia Scala, (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of July 20 21

UNITED STATES FIRE INSURANCE COMPANY

Daniel Sussman

Daniel Sussman, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact Pat Taber at 860-956-3424 or email: SuretyInquiries@amyntagroup.com

ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota }
County of Hennepin } ss.

On this 2nd day of July, 2021, before me personally appeared Ann Higgins, known to, me to be the Attorney-in-Fact of United States Fire Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Kelsey Ratcliffe

Notary Public in the State of Minnesota
County of Hennepin

--- - CONTRACT ---

THIS AGREEMENT made the 21st day of June in the year Two Thousand 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 Preferred Meals Systems, Inc party of the second part (hereinafter designated the Contractor)

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

Article 1. The Contractor shall and will furnish and deliver per specifications, on contract 21029PR "SUMMER FOOD SERVICE 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 5/20/21 & 5/25/21 and specifications identified as Contract No. 21029PR 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 Two Million Twenty-Three Thousand Seven Hundred Ninety-Eight---Dollars and 00/100 (\$2,023,798.00) as per Proposal dated 5/27/21 to the Department of Finance, Division of Procurement and Records.

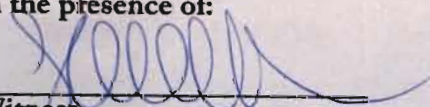
Article 3. In the performance of this Contract, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age sex, marital status, race, religion, color, national origin or sexual orientation.

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.

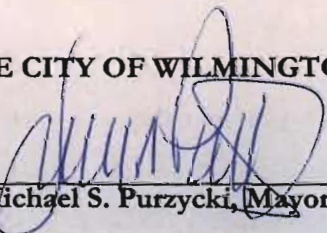
Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered
in the presence of:



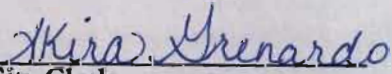
Witness

THE CITY OF WILMINGTON

By: 

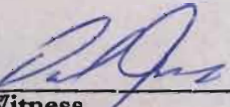
Michael S. Purzycki, Mayor

ATTEST:

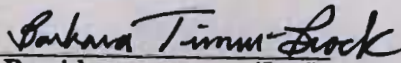
Deputy 

City Clerk

Preferred Meals Systems, Inc

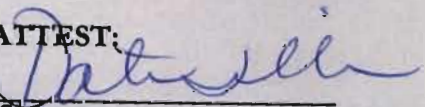


Witness

By: 

President (Seal)

ATTEST:



Secretary