

AN ORDINANCE TO AUTHORIZE AND APPROVE TWO ONE-YEAR EXTENSIONS OF CONTRACT 24019PR (COMBINED FOOD SERVICE PROGRAMS) BETWEEN THE CITY OF WILMINGTON AND WHITSONS FOOD SERVICE (BRONX), LLC

#0401

Sponsor:

**Council
Member
Mills**

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 24019PR “Combined Food Service Programs” (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 Whitsons Food Service (Bronx), LLC, the lowest responsible bidder; and

WHEREAS, the term of the Contract is for the period from February 1, 2024 through September 30, 2024, at an estimated price of One Million Four Hundred Sixty-Nine Thousand Three Hundred Forty Dollars (\$1,469,340.00), with the possibility of two (2) extensions of one (1) year thereafter on the same terms and conditions per extension plus a potential price increase of the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI) for the twelve (12) months ending July (the “CPI Increase”); and

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

WHEREAS, City Council deems it necessary and appropriate to 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 the Contract (being Contract 24019PR “Combined Food Service Programs” between the City of Wilmington and Whitsons Food Service (Bronx), LLC), a copy of which Contract, in substantial form, is attached hereto as Exhibit “A”, at an estimated price per extension of One Million Four Hundred Sixty-Nine Thousand Three Hundred Forty Dollars (\$1,469,340.00) plus the potential CPI Increase, 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 7, 2024
Second Reading.....March 7, 2024
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2024.

Mayor

SYNOPSIS: This Ordinance authorizes the City to exercise two (2) one-year extension options for Contract 24019PR “Combined Food Service Programs” with Whitsons Food Service (Bronx), LLC.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is two (2) one-year contract extensions at an estimated price per extension of One Million Four Hundred Sixty-Nine Thousand Three Hundred Forty Dollars (\$1,469,340.00) plus a potential price increase of the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI) for the twelve (12) months ending July.

W0124185

EXHIBIT A

*** LocalIQ**
DELAWARE
GANNETT

PO Box 631699 Cincinnati, OH 45263-1699

PROOF OF PUBLICATION

ING DIV SD CITY WILM PURCHAS
Procurement Dept
Sd City Wilm Purchasing Div
800 N French St Fl 5
Wilmington DE 19801-3590

The City of Wilmington, an approved SPSF & CACFP 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:

24019PR – CHILD AND ADULT CARE FOOD PROGRAM
&
SUMMER FOOD SERVICE PROGRAM

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

STATE OF DELAWARE, COUNTY OF NEW CASTLE

Bids Due: Thursday, October 5, 2023, 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.

The Wilmington News Journal is a daily newspaper of general circulation, printed and published in the State of Delaware; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

Bid opening: Zoom Meeting, Time: October 5, 2023 03:00 PM

09/14/2023, 09/21/2023

Link: <https://us05web.zoom.us/j/81333739878?pwd=NYb7nhGTIF9tvpMeTH4XcAOFxBgkD1.1>
Meeting ID: 813 3373 9878 Passcode: y9y3L4

Sworn to and subscribed before on 09/21/2023

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

9/14, 9/21-NJ

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:

Order No:

of Copies:

Customer No:

1

PO #:

24019PR

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 24019PR – CHILD AND ADULT CARE FOOD PROGRAM & 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 October 5, 2023**. Bids can also be left in the drop box marked “**PROCUREMENT**” located on the first floor in front of the guard station.

The meeting can be attended virtually as a Zoom Meeting.

Link: <https://us05web.zoom.us/j/81333739878?pwd=NYb7nhGTIF9fvpMeTH4XcAOFxBgkDI.1>

Meeting ID: 813 3373 9878 Passcode: y9y3L4

2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 24019PR – CHILD AND ADULT CARE FOOD PROGRAM & 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 100 percent Performance and/or Labor and Materials Bonds to cover the bidder's performance and its' payments of labor and materials if the bidder is successful and the contract is awarded to him. The successful bidder must furnish the above bond within ten days after the award of contract.

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

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

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

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

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

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

12. **Award and Execution of Contract**

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

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

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

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

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

CONTRACT # 24019PR
CITY OF WILMINGTON (COW)
CHILD AND ADULT CARE FOOD PROGRAM & SUMMER FOOD SERVICE PROGRAM
PROPOSAL FORM

Date: _____

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

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

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

Vendor must complete unit price, extended price (quantity x days x unit price), grand total.

Program	Meal Type	Approx. Quantity	# of Days	Description	Unit Price	Extended Price
CACFP At-Risk	Dinner	1,200	191	Vendor must deliver healthy meals that meet USDA specs.	\$	\$
CACFP At-Risk	Snack	1,200	191	Vendor must deliver healthy meals that meet USDA specs.	\$	\$
SFSP	Breakfast	850	48	Vendor must deliver healthy meals that meet USDA specs.	\$	\$
SFSP	Lunch	1,250	48	Vendor must deliver healthy meals that meet USDA specs.	\$	\$
SFSP	Dinner	400	48	Vendor must deliver healthy meals that meet USDA specs.	\$	\$
GRAND TOTAL						\$

*Please see Schedules for details on specific breakdowns of serving sizes and sites for delivery.

Location of Bidders' Preparation Facility:

FIRM (Corporation, Partnership, Individual):

PER (Name, typed or printed):

TITLE:

ADDRESS:

FAX:

FEDERAL TAX ID:

PHONE:

EMAIL:

Bidders acknowledges receipt of addendum number _____.

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

**BASIC SPECIFICATIONS FOR: THE CITY OF WILMINGTON, DEPARTMENT OF PARKS AND RECREATION
CHILD AND ADULT CARE FOOD PROGRAM & SUMMER FOOD SERVICE PROGRAM**

QUANTITIES:

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

Approximately 1,200 Child and Adult Care Food Program At-Risk dinners and snacks, including Milk for approximately 191 days.*

*Please see Schedules for details on specific breakdowns of serving sizes and sites for delivery.

Approximately 850 Summer Food Service Program breakfasts, 1000 lunches, and 400 dinners for approximately 48 days.*

*Please see Schedules for details on specific breakdowns of serving sizes and sites for delivery.

Contractor to deliver all food and liquids within required temperatures 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. All deliveries are to be made according to Schedule A to ensure a smooth operation. Contractor must strictly adhere to delivery schedule.

Items delivered frozen, that are intended to be fresh, will cause entire days meals to be disallowed unless expressly agreed to by sponsor.

SITE LOCATION

The attached listed sites (Schedule a) constitute the tentative delivery locations.

CONTRACT TERM

Contract to commence on **October 1, 2023, or as soon thereafter as agreed upon by COW and vendor**, and to continue every **Monday through Friday** until **September 30, 2024**. This contract may be renewed for two additional one-year periods pending Sponsor and vendor agreement and approval by the Delaware Department of Education (DDOE) Nutrition Programs. The fixed-fee per meal may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI) for the 12 months ending July, with prior approval from the City of Wilmington and DDOE.

FOOD REQUIREMENTS

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

GENERAL CONDITIONS

1. Bidder may contact the following individual for additional information concerning this proposal:
Mr. Phil Ceresini, CPPB
Purchasing Agent
City of Wilmington, Department of Finance
800 French Street
pceresini@wilmingtonde.gov
2. Bidder must complete proposal form with all required information and submit a copy of health permit and inspection documentation with bid response.
3. Quantities rendered are approximated to fulfill the requirement for the operating period. The Sponsor reserves the right of ordering more or less than the stated estimated amounts at any time, in such quantities as needed and successful contractor will deliver to any directed site such quantities as designated at the bid price.
4. Contractor shall supply sufficient containers for distribution of milk and lunches to satellite feeding points. These containers are to be Styrofoam or equivalent, with lids. Ice is to be provided where necessary, as determined by the Sponsor, at no additional charge.

5. Deliveries to be made within the designated hours, indicated in basic specification. Emergency situations affecting the contractor's ability to deliver or the Sponsor's ability to receive meals for a reasonable length of time, will be mutually resolved between the contractor, sponsor, and state agency.
6. Successful bidder will have a turnaround time of 24 hours or less for changes in the number of meals (increases and decreases) delivered daily. Counts for the next days' delivery will be called into contractor by 12:00 PM daily.
7. COW and allied governmental agencies reserve the right to visit and inspect the bidder's preparation facilities prior to and during the contract period, which may form the basis of determining the capability of the bidder to perform or fulfill the contract.
8. Successful contractor to provide copy of insurance showing public liability, vehicle liability, and property damage insurance.
9. Successful contractor or bidder will ensure that all delivery staff will have been screened using a national background check which includes a Sexual Offender database check. Individuals listed in Sexual Offender databases are not permitted on COW property. Successful contractor will provide a list of delivery staff members at the start of the contract and will notify COW of changes.
10. Hold Harmless: The bidder, if awarded a contract, agrees to protect, defend, and hold harmless the Sponsor against any damage for payment for the use of any patented material, process, article, or device or from a part of the work covered by his contract; and he further agrees to indemnify and save harmless description brought against it, for or on account of any injuries or damages received or sustained by any parties, by or from any acts of the contractor, his servants to agents.
11. All bidders are requested to arrange for site visitations so as to inform themselves of locations and delivery condition.

I. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

1. 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:
 - a. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertisement procurement, or prior to aware in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor;
 - c. 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.

II. INSTRUCTION TO BIDDERS

1. **Definitions**, as used herein:
 - a. The term "Bid" means the bidder's offer.
 - b. The term "bidder" means a food service management company submitting a bid in response to this invitation for bid.
 - c. The term "contractor" means a successful bidder who is awarded a contract by a sponsor under the CACFP & SFSP.
 - d. The term "food service management company" in this invitation for Bid and Contract means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program.

- e. The term "invitation to bid" hereafter referred to as IFB, means the document where the procurement is advertised. In the case of this program, the IFB becomes a part of the contract once both parties agree in writing to all terms and conditions of the IFB.
 - f. The term "Sponsor" means the Service Institution which contracts with the Department of Education to operate and manage the Child and Adult Care Food Program & the Summer Food Service Program.
 - g. The term "unitized meal" means an individual pre-portioned meal consisting of a combination of foods meeting the Child and Adult Care Food Program (CACFP) and/or Summer Food Service Program (SFSP) meal pattern requirements (meal milk 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 and/or Family Style Meal Service.
 - h. Other Terms shall have the meanings ascribed to them in the CACFP regulations 7 CFR 226 or in the SFSP regulations 7 CFR Part 225.
2. **Explanation to Bidders:** Questions about the IFB must be submitted to the City of Wilmington at procurement@wilmingtonde.gov and will only be accepted up to 7 days prior to the bid opening. Relevant questions will be responded to via addendum that will be emailed to all planholders of record.
 3. **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.
 4. **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.
 5. **Evaluation of Bidders/Award of Contract:**
 - a. The contract will be awarded to that responsive and responsible bidder whose bid conforms to the IFB and will be most advantageous to the sponsor, lowest total estimated amount of bid, price and other factors considered.
 - b. The sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
 - c. The sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder whose investigation shows is not in a position to perform the contract.
 - d. Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.
 6. **Late Bids, Modification of Bids, or Withdrawal of Bids**
 - a. Any bid received after the exact time specified for receipt of bids will not be considered.
 - b. Bids may be withdrawn at any time prior to the bid opening.

III. SCOPE OF SERVICES

1. United States Department of Agriculture regulations 7 CFR Part 226, entitled Child and Adult Care Food Program, and 7 CFR Part 225, entitled Summer Food Service Program, are hereby incorporated by reference.
2. Contractor agrees to deliver unitized meals inclusive of milk and/or juice to locations set out in Schedules A for both CACFP and SFSP, attached hereto and made a part thereof, subject to the terms and conditions of this solicitation.

3. All meals furnished must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof.
4. Contractor shall furnish meals as ordered by the sponsor during the period of operation specified on page 1 and as further specified in Schedules A.
5. **The intent of this Invitation to Bid is to establish a per-meal, fixed-price contract with the awarded vendor Pricing** shall be based on the menus described in Schedule C. All bidders must submit bids on the same menu cycle provided by the sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the sponsor. Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g. condiments, utensils, etc.).
6. **Meal quantities** are estimated. They are the best known estimates for requirements during the operating period. The sponsor reserves the right to order more or less than estimated at the beginning of the operating period. Contractor will be paid at the unit price rate for the actual number of meals delivered each day for the program period specified. Sponsor does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approval level of meal service designated by the administering office for each site serving meals provided by the contractor.
7. **Meal Orders:** Sponsors will order meals on Wednesday of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week and will include breakdown totals for each site and each type of meal.

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

8. **Meal-Cycle Change Procedure**

Meals will be delivered daily 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 exists which might prevent the contractor from delivering a specified meal component, the sponsor shall be notified immediately so substitutions can be agreed upon. The sponsor reserves the right to suggest menu changes within the vendor's suggested food cost, periodically throughout the contract period.

9. **Noncompliance**

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

The CACFP and 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 disallowances are made based on statistical sampling, the sponsor and the contractor will be notified in writing by the administering agency as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical sampling procedures employed.

10. **Specifications**

a. **Packaging**

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

- iv. Cartons – Each carton to be labeled. Label to include:
 - 1. Processor's name and address (plant)
 - 2. Item identity, meal type
 - 3. Date of production
 - 4. Quantity of individual units per carton
- v. Meals shall be delivered with appropriate non-food items: condiments, straws for milk, napkins, single service ware, etc. Sponsors shall insert the types of condiments that are necessary for the meals on Schedule C.
- vi. Individual containers shall be delivered in cartons constructed to prevent damage to the containers inside. An equal number of containers must be in each carton, except one, which may have fewer to allow for the exact number of meals ordered.
- vii. The sponsor may require that contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers said meal service (i.e. two hours for lunch, one hour for all other meal types).
- viii. All contractors shall have on file, the name of the supplier, the telephone number, and a product label specifying ingredients for any food product utilized for meals under this contract. The contractor shall be able to immediately supply this information to the sponsor, State Agency, or health department for any meal served at any site listed on Schedules A and E.
- ix. All components of a cold meal shall be unitized in a container before delivery to a site. Container and overlay shall be plastic, paper, non-toxic metallic, or biodegradable material. Milk may be enclosed in the unitized container.
- x. All components of a hot meal shall be unitized in one or two containers before delivery to site. If two containers are used, one will store the hot and one the cold portions of the meal. Container and overlay should be an air-tight closure and shall be aluminized or non-toxic metallic or biodegradable nonflammable material. Milk may be enclosed in the cold portion container.
- xi. Containers shall be sufficient strength to prevent crushing of food and shall package the meals so that they are completely unexposed to the elements.
- xii. All components of a family style hot/cold lunch/supper shall be packaged by meal component and separated by classroom to facility smooth food service operations. Containers should be labeled with the room name and quantity.

11. Delivery

- a. 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 Schedules A and E.
- b. The contractor shall be responsible for delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.
- c. The sponsor reserves the right to add or delete food service centers by amendment of the initial list of approved centers in Schedules A and E and make changes in the approved level for the maximum number of meals which may be served under the program at each center. The sponsor shall notify contractor by providing an amendment to Schedules A and E 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.
- d. The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for lunch and within one-half hour of the beginning of meal service for breakfast or supplement and in accordance with the serving time schedule (Schedules A and E). Where holding facilities have

been approved by the state agency, contractor can deliver two meal types together according to the meal service time for early meals. Where emergency affects the ability of contractor to deliver meals separately or sponsor to utilize meals delivered separately, each situation is to be resolved by mutual agreement of contractor, sponsor and state agency.

- e. The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the sponsor at all sites after meals are accepted. Damaged or incomplete meals will not be included when the number of reimbursable meals is determined.
- f. 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.
- g. Hot and cold portions of meals must be delivered at the same time.
- h. Cold meals shall be delivered at the site at a maximum temperature of 41°F but shall not have a temperature of less than 32°F at scheduled time of meal service.
- i. The vehicle and/or carton utilized to deliver cold meals shall have the capability of keeping the product below 41°F until time of site delivery.
- j. Hot meals shall be delivered at the site at a temperature of at least 135°F but shall not exceed 160°F at the scheduled time of meal service.
- k. The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 135°F until time of site delivery.

12. Food Preparation

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

13. Food Specifications

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

IV. GENERAL CONDITIONS

1. Supervision and Inspection of Facility

- a. The contractor shall always provide management supervision and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.
- b. The contractor hereby agrees to supervise at its place of business the preparation and assembly of meals and to conduct quality control inspections to check portions, size, and appearance of packaging as well as quality of product. Contractor recognizes right of representative of sponsor, Delaware Department of Education and/or

representatives of the United States Department of Agriculture to inspect contractor's food service facilities at any time during contract period. Such inspection may proceed with or without notice to contractor.

- c. The contract shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

2. Recordkeeping

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

3. Method of Payment

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

4. Bond Requirements

All bonds 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 bond will be accepted.

- a. Bid Bonds: The bid bond surety may be stated to be for a sum, but may be stated to be for a sum equal to 10% of the bid to which it relates.
- b. Performance Bond: The performance bond shall be with surety properly credentialed by Treasury Circular 570, and in an amount that represents 100% of the contract award.

5. Insurance

The successful bidder shall procure and maintain the following insurance:

- a. Workers' Compensation in accordance with the laws of the State of Delaware.
- b. 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.
- c. Contractor shall furnish sponsor with such evidence of insurance as sponsor may reasonably require, including insurance covering contractor's contractual liability.
- d. Contractor shall indemnify sponsor and state against loss or damage including attorney fees and costs of litigation caused by negligent acts of contractor or of contractor's agents or employees. Contractor expressly agrees to defend any suit against sponsor for personal injury, sickness or disease arising out of consumption or use of products purchased from contractor (as well as suit for loss resulting from pilferage by contractor's employees). Sponsor shall promptly notify contractor and Delaware Department of Education in writing of any claims against either contractor or sponsor, and if suit has been filed, shall forward to contractor and state all papers received in connection thereof. Sponsor shall not incur expense or enter settlement without contractor's consent, provided however, that if contractor shall refuse or fail to defend, sponsor may defend, adjust, or settle any such claim, and the costs thereby incurred, including reasonable attorney fees, are to be charged to contractor.
- e. Successful bidder shall provide COW with a certificate of insurance naming the COW as additional insured.

6. Availability of Funds

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

7. Emergencies

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

8. Termination

- a. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediately corrective action, the sponsor shall have the right, upon written notice, of the immediate termination of the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the sponsor. The sponsor shall process reprocurement action on a competitive basis to arrive at a fair and reasonable price.

- b. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.
- c. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- d. The rights and remedies of the sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. This contract is expressly made contingent upon adequate funding from federal, state and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have the option to terminate this contract upon five days written notice to contractor. If contract is terminated in this manner, sponsor shall be released from liability for food ordered by contractor but shall remain liable for food prepared for delivery by contractor before notice is given. In contracts over \$100,000 this contract is further made contingent upon delivery by contractor to sponsor of a performance bond in the amount specified on page 1, to be furnished within ten (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.
- f. 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.
- g. Sponsor and contractor agree that sponsor may cancel contract with 72 hours' notice to the contractor and with approval of the state agency for any one or more of the following documented reasons:
 - i. Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
 - ii. Contractor fails to deliver any one meal type on any day without sufficient justification.
 - iii. Ten percent (10%) of a sponsor's sites under this contract, over a one-week period, received meal delivery outside of the approved time.
 - iv. Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).
 - v. Any part of this contract was assigned or subcontracted to another company for the preparation of the meals.
 - vi. Meals are not in compliance with Section B.
- h. Contractor may cancel this contract for the following documented reason:

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

9. Subcontracts and Assignments

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

10. General Provisions

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan/grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387)**, as amended—

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Sponsor and understands and agrees that the Sponsor will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office, the Federal awarding agency, or the USDA.
3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Sponsor and understands and agrees that the Sponsor will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office, the Federal awarding agency, or the USDA.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000. **Mandatory standards and policies relating to energy efficiency** which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.6201)

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

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

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

Equal Employment Opportunity:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2 CFR 200.323 Procurement of recovered materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Civil Rights Assurance - According to FNS 113-1, Appendix B, (D)(2)(c)

"The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement."

"This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the

recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.”

“By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax:

(833) 256-1665 or (202) 690-7442; or

email:

Program.Intake@usda.gov

This institution is an equal opportunity provider.

Additional information is included as:

Schedule A - Program Locations/Meal Service and Delivery Details – CACFP & SFSP

Schedule B - Current CACFP & SFSP meal pattern requirements

Schedule C - CACFP Menus & SFSP Menus

Schedule D - Food Product Specifications

SCHEDULE A

CHILD AND ADULT CARE FOOD PROGRAM

Site Name	Address	City/State	Zip Code	Contact Person
Ark Learning Center	534 Vandever Avenue	Wilmington, DE	19802	Alicia Clark
Bayard School After School Program Learning Laboratory	200 South DuPont Street	Wilmington, DE	19805	Bruce Dave
Little Leaders in Training Academy	2200 Baynard Boulevard	Wilmington, DE	19802	Erinn Chioma
Neighborhood House /Extended Hours Program	1621 North Heald Street	Wilmington, DE	19802	Sheila Boney
Our Children's Learning Center, LLC	1218 "B" Street	Wilmington, DE	19801	Cynthia Williams
Police Athletic League of Wilmington	802 North Orange Street	Wilmington, DE	19801	Evelyn Hicks
Salvation Army Learning Center	3707 North Market Street	Wilmington, DE	19802	Alyce Derr
Scout Reach After Care @ Stubbs	400 North Orange Street	Wilmington, DE	19801	Lee Robinson
Shabac Enrichment	1100 North Pine Street	Wilmington, DE	19801	Gerchelle Fox
Shortlidge Academy	302 West Matson Run Parkway	Wilmington, DE	19802	Pastor Davis
The Salvation Army Wilmington/Citadel	100 West 18 th Street	Wilmington, DE	19802	Desiree Faison
Tiny Tucks Learning Center	401 Shipley Street	Wilmington, DE	19801	Felicia Flora
Ujima/Mother African Union Church/Afterschool	3400 North Market Street	Wilmington, DE	19802	Margaret Minatee
Urban Promise – Camp Hope	812 North Franklin Street	Wilmington, DE	19806	Patricia Butler
Urban Promise – Freedom	455 Townsend Street	Wilmington, DE	19801	Joel Orr
Urban Promise – Saint Josephs/Victory	2412 Thatcher Street	Wilmington, DE	19802	Kristin Walker
Urban Promise After School Program	1012 French Street	Wilmington, DE	19801	Bethany Wolstenholme
Urban Promise/Camp Amen	2401 Thatcher Street	Wilmington, DE	19802	Nichelle Holland
Urban Promise/Camp Harmony/Union Baptist Church	1401 "A" Street	Wilmington, DE	19801	Joel Orr
Urban Promise/Camp Truth	2616 Carter Street	Wilmington, DE	19802	Jacqueline Wolf
Urban Promise/Haven/Westminster Church	719 North Shipley Street	Wilmington, DE	19801	Deborah Holcombe
West End Neighborhood House	1502 West 13th Street	Wilmington, DE	19806	Vanessa Church
William Hicks Anderson Community Center	710 North Lincoln Street	Wilmington, DE	19805	Antwain Flowers
	501 North Monroe Street	Wilmington, DE	19801	Estella Moody



Schedule B:

Old and New Child and Adult Meal Patterns



Breakfast Meal Patterns

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

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

Lunch and Supper Meal Patterns

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup	1 cup*
Meat and meat alternates	1 oz	1 oz	1 ½ oz	1 ½ oz	2 oz	2 oz	2 oz	2 oz
Vegetables	¼ cup	⅝ cup	½ cup	¾ cup	¾ cup	½ cup	1 cup	½ cup
Fruit	¼ cup	⅝ cup	½ cup	¾ cup	¾ cup	½ cup	1 cup	½ cup
Grains	½ serving	½ oz eq	½ serving	½ oz eq	1 serving	1 oz eq	2 servings	2 oz eq

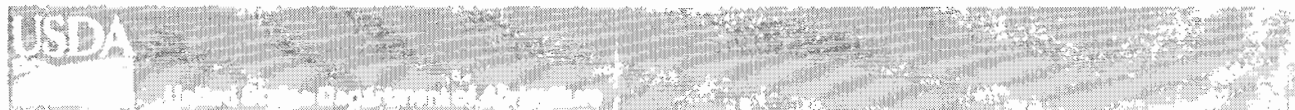
*A serving of milk is not required at supper meals for adults
Oz eq = ounce equivalents

Snack Meal Pattern

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

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

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



Schedule B: Old and New Infant Meal

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

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

SCHEDULE C

October

SUPPER

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

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
Beacon of Hope	4001 N. Market St.	Wilm / 19802	M-F
Bethal Villa	506 E 5th St.,	Wilm / 19801	M-F
Brown Pool	401 E. 7th Street	Wilm / 19801	M,T,W,F,S
Brown Chihocki	7th and Duncan St.	Wilm / 19805	M-F
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
Darul-Amaanah Academy	408 E. 8th St.	Wilm / 19801	M-F
Eden Pool	900 New Castle Ave	Wilm / 19801	M,T,W,Th,S
Elbert Palmer Park Evenings	D & South Buttonwood St.	Wilm / 19801	M-Th
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
Girls Inc. of Delaware	1501 N. Walnut St	Wilm / 19801	M-F
Haynes Park	701 W. 34th St.	Wilm / 19802	M-F
Hicks HACC Pool	501 N. Madison Street	Wilm / 19805	M,T,W,Th,F,S
Helen Chambers	501 Madison St.	Wilm / 19805	M-F
Herman Holloway Park	East 7th & Lombard St.	Wilm / 19801	M-F
JCC Rodney Street Tennis Camp	101 Garden of Eden Rd.	Wilm / 19803	M-F
Joe Biden Acquatic Center	2314 N. Locust Street	Wilm / 19802	M,T,W,F,S
Judy Johnson	3rd & Dupont St.	Wilm / 19805	M-F
Kingswood Community Center	2300 Bowers St.	Wilm / 19802	M-F
Kosciuszko	Broom & Maple St.	Wilm / 19805	M-F
Michael's Triangle Park	1116 Maryland Avenue	Wilm / 19805	M-F
Neighborhood House Inc. / Southbridge	1218 B St.	Wilm / 19801	M-F
New Vision Ministries	100 W 24th Street	Wilm/ 19802	M-F
Nolan Learning Academy	1507 Maryland Ave.	Wilm / 19805	M-F
Oakmont Park	Oakmont Drive	NC / 19720	M-F
One Love (Tatnall Park)	24th and Tatnall Streets	Wilm / 19802	M-F

One Village Alliance	900 North Washington St.	Wilm / 19802	M-F
Police Athletic League & Aftercare	3707 N. Market St.	Wilm / 19801	M-F
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-W
Simonds Garden Park	84 Simmonds Drive	NC / 19720	M-F
Spirit Life Summer Enrichment Camp	3401 Northeast Blvd.	Wilm / 19802	M-F
Surratte / Dunleith Park	Anderson and Bethune Drive	Wilm / 19801	M-F
Tender Care Learning Academy	120 Stroud Street	Wilm / 19805	M-F
Tilton Park	7th & 8th and Franklin	Wilm / 19805	M-F
Praying Ground Community Church	41 E. 22nd Street	Wilm/ 19802	W
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
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-W
Z & Z Early Learning Center (Xavier School)	1315 North Union Street	Wilm / 19806	M-F
Youth Law Enforcement Academy	500 Wilmington Ave.	Wilm / 19801	M-F

SCHEDULE B

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.

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

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

7 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

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		1. Chicken Caesar Wrap, Caesar Dressing Packet, Baby Carrots, Ranch Dressing Packet, Fresh Fruit, 1% Milk or 2. Chicken Salad, WG Bun, Cole Slaw, Fresh Fruit, 1% Milk	WG Pizza Crunchers, Waffle fries, Ketchup Packet, Fresh Fruit, 1% Milk
Day 2		1. Egg Salad, WG Bun, Baby Carrots, Ranch Dressing Packet, Fresh Fruit, 1% Milk or 2. Tuna Salad, WG Bun, Cole Slaw, Fresh Fruit, 1% Milk	Chicken Steak, WG Roll, Waffle Fries, Ketchup Packet, Fresh Fruit, 1% Milk
Day 3		1. BBQ Chicken Wrap, Ranch Dressing Packet, BBQ Sauce Packet, Baby Carrots, Fresh Fruit, 1% Milk or 2. Mighty Meaty Deli Sandwich w/Turkey, Salami, Turkey Ham, and Mozzarella, Mayonnaise Packet, Baby Carrots, Fresh Fruit, 1% Milk	Sloppy Joe, WG Bun, Waffle fries, Ketchup Packet, Fresh Fruit, 1% Milk
Day 4		1. Turkey Cobb Salad, WG Roll, Fresh Fruit, 1% Milk or 2. Sun butter Jelly Kit, String Cheese, Fresh Celery Sticks, Ranch Dressing Packet, Fresh Fruit, 1% Milk	Turkey Hot Dog, WG Bun, Ketchup & Mustard Packet, Fries, Fresh Fruit, 1% Milk
Day 5		1. Asian Chicken WG Wrap - Diced Chix, Lett, Shred Cabbage, Shred Carrots, Sesame Dressing Packet, Fresh Fruit, 1% Milk or 2. Classic Turkey & Cheese Sandwich, Mayonnaise Packet, Seasoned Blanched Broccoli Florets, Fresh Fruit, 1% Milk	Oven Fried Chicken Mashed Potatoes, WG Biscuit, Fresh Fruit, 1% Milk

Day 6	<p>1. Pizza Lunchable WG Flatbread, Sauce, Mozz Cheese, T. Pepperoni, Zucchini, Ranch Dressing Packet, Fresh Fruit, 1% Milk or</p> <p>2. Honey Mustard Chicken Wrap, Honey Mustard Dressing Packet, Baby Carrots, Ranch Dressing Packet, Fresh Fruit, 1% Milk</p>	<p>Chicken Alfredo, WG Pasta, Broccoli, Fresh Fruit, 1% Milk</p>
Day 7	<p>1. Turkey BLT Wrap, Potato Salad, Fresh Fruit, 1 % Milk or</p> <p>2. Chicken Salad Sub, Fresh Celery, Ranch Dressing Packet, Fresh Fruit, 1% Milk</p>	<p>Taco Bake, Fiesta Corn Salsa & Tortilla Chips, Fresh Fruit, 1% Milk</p>
Day 8	<p>1. Chicken Salad, WG Bun, Cucumber Salad, Fresh Fruit, 1 % Milk or</p> <p>2. Taco dippers Chef Kit, Broccoli Florets, Grape Tomatoes, Blue Cheese Packet, Fresh Fruit, 1% Milk</p>	<p>WG Lasagna, Cauliflower, Fresh Fruit, 1% Milk</p>
Day 9	<p>1. Turkey Ranch Wrap, Ranch Dressing Packet, Baby Carrots Fresh Fruit, 1 % Milk or</p> <p>2. Beef Bologna & Cheese Sandwich, Mustard Packet, Potato Salad, Fresh Fruit, 1% Milk</p>	<p>T. Bacon Cheeseburger, WG Bun, Waffle Fries, Ketchup Packet, Fresh Fruit, 1% Milk</p>
Day 10	<p>1. Turkey & Cheese, WG Wheat, Mayo Packet, Tomato Salad, Fresh Fruit, 1 % Milk or</p> <p>2. Chicken Ranch Garden Salad, Ranch Dressing Packet, Goldfish Pretzels, Fresh Fruit, 1% Milk</p>	<p>WG Chicken Nuggets, BBQ Sauce Packet, Sweet Potato Fries, Ketchup Packet, Fresh Fruit, 1% Milk</p>
Day 11	<p>1. Turkey Ham & Cheese, WG Wheat, Mustard Packet, Celery Sticks, Ranch Dressing Packet, Fresh Fruit, 1 % Milk or</p> <p>2. Roast Beef & Cheese, WG Wheat, Cole Slaw, Fresh Fruit, 1% Milk</p>	<p>Baked Chicken, WG Mac & Cheese, Stewed Tomatoes, Fresh Fruit, 1% Milk</p>

<p>Day 12</p>	<p>1. Chicken Caesar Wrap, Caesar Dressing Packet, Celery Sticks, Ranch Dressing Packet, Fresh Fruit, 1% Milk or 2. Tuna WG Macaroni Salad over Fresh Spinach, Fresh Fruit, 1% Milk</p>	<p>Meatballs, WG Bun, Fries, Ketchup Packet, Fresh Fruit, 1% Milk</p>
<p>Day 13</p>	<p>1. Beef Bologna & Cheese Wrap, Mustard Packet, Potato Salad, Fresh Fruit, 1 % Milk or 2. Chicken Salad, WG Bun, Cucumber Salad, Fresh Fruit, 1% Milk</p>	<p>Fish Patty, WG Mac & Cheese, Stewed Tomatoes, Fresh Fruit, 1% Milk</p>
<p>Day 14</p>	<p>1. Turkey Ham & Cheese Wheat, Mustard Packet, Carrot Raisin Salad, Fresh Fruit, 1% Milk or 2. Tuna Salad on Wheat, Celery Sticks, Ranch Dressing Packet, Fresh Fruit, 1% Milk</p>	<p>Cheesesteak, WG Roll, Sweet Potato Fries, Ketchup Packet, Fresh Fruit, 1% Milk</p>
<p>Day 15</p>	<p>1. Chicken Cobb Salad, WG Roll, Ranch Dressing Packet, Fresh Fruit, 1% Milk or 2. Buffalo Chicken Salad, WG Roll, Fresh Fruit, 1% Milk</p>	<p>Roast Turkey w/ Gravy, Mashed Potatoes, WG Roll, Fresh Fruit, 1% Milk</p>

SCHEDULE D
FOOD PRODUCT SPECIFICATIONS
FOR
CHILD and ADULT CARE and SUMMER FOOD SERVICE PROGRAM

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

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

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

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

Bread/Bread Alternate and Cereal Specifications

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

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

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

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

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

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

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

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

White Bread (enriched): 2 slices -- Made of flour, shortening, sugar, yeast, salt and water. Contain 62 percent total solids. "Enriched bread" must contain thiamine, riboflavin, niacin and iron. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, Code of Federal Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

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

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

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

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

Fruit/Vegetable Specifications

Orange Juice: 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrate) sweetened or unsweetened U.S. Grade A. Orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation. Juice should be practically free of defects, show no coagulation, having no noticeable seed particles, and have a normal flavor.

Celery Sticks: 4 sticks/each 3 inches long and 3/4 inch wide to equal 1/4 cup serving. Bright, medium to light color. Fresh, firm, crisp branches. Free from noticeable blemishes or decay.

Carrot Sticks: 6 sticks/each 4 inches long x 1/2 inch wide to equal a 1/4 cup serving. Select medium to small size roots which are well-shaped, smooth, solid and have good orange color. Carrots with considerable green color at the top require extra trimming. U.S. #1 carrots with 1 1/8 inch medium diameter.

Pineapple Juice: 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) sweetened or unsweetened U.S. Grade A. Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects. Juice should have a distinct flavor and no coagulation of pulp.

Nectarine: 2 to 2 1/8 inches in diameter. One nectarine equals 1/2 cup serving (medium). Rich color and plumpness. Firm with slight softening along the seam. Orange-yellow color between the red areas.

Apple Juice: 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) Clarified U.S. Grade A Fancy. Bright, typical color. Free from apple pulp, seeds or other sediments.

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

Orange-Grapefruit Juice: 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A. Should have a good flavor and odor, bright, good color. Should not contain excessive amounts of pulp, seed particles or peel.

Apricots: Two apricots equal 1/2 cup serving. Select apricots having a bright, plump and juicy appearance with a uniform golden-orange color. Ripe apricots will yield to gentle pressure.

Raisins: Seedless, U.S. Grade A, small. Bulk 2 2/3 ounces = 1/2 cup, individual packages, 1 1/2 ounce = 1/4 cup fruit. Similar varietal characteristics, good typical color, good flavor and development.

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

Tomato Wedges: 5 x 6 size. 1/4 tomato = 1/4 cup. Well-shaped, smooth, firm tomatoes, free from cracks, green or yellow sun-burned areas, blemishes and decay. Full red color and slight softening for immediate use.

Lettuce, Head: One piece = 1/4 cup.

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

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

Combined - Schedule D - Food Products Specifications - Page 3

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

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

Banana, petite: One banana equals 1/2 cup serving. Each banana approximately 1/4 lb. Plump, firm bright colored fruit. Free from scars and bruises. For immediate use select solid yellow colored fruit, lightly flecked with brown.

Purple Plum: Two plums equal 1/2 cup serving. Well formed fruit. Good color. Fairly firm to slightly soft state of ripeness. Fresh, bright appearance.

Tomato Juice: 100 percent juice, pasteurized, fresh, canned or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A. Tomato juice should have a color typical of well-ripened red tomatoes which have been properly prepared and processed. Juice should be practically free from defects, possess a good flavor, and have a fairly good consistency.

Peach: 2 1/8 inches diameter. One peach equals 1/2 cup (medium). Select fruits with plenty of red blush and free from signs of decay. They should be firm, not hard, and the skin between the red area should have a yellowish cast rather than distinctly green.

Pear: 2 1/4 to 2 3/8 inches diameter. One pear equals 1/2 cup serving (medium). Select well-formed, smooth fruits free from scars and skin punctures. Firm fruit will ripen on standing.

Apple: 2 1/2 inches diameter. One apple equals 1/2 cup (medium). Select firm, crisp, well-colored apples. Flavor varies in apple and depends on the stage of maturity at time of picking. Immature apples lack color and are usually poor in flavor.

Tangerine: 2 3/8 inches in diameter. One tangerine equals 1/2 cup (medium). Select fresh bright fruits, generally well-colored, well-shaped, fairly firm, moderately heavy, and free from decay. Those with dull, dried skins or which are puffy and light in weight may have shrunken and dried flesh.

Grapes: Seedless. 18 grapes equals 1/2 cup, with seeds 12 grapes = 1/2 cup. Plump, firm, well-colored, fresh looking, firmly attached to stem. Green fruit. Stems green and pliable.

Grape Juice: 100 percent juice, concord sweetened or unsweetened, U.S. Grade A. Juice should have a bright purple or reddish color, be free of pulp, skins, and tartrate crystals. It should have a distinct flavor.

Watermelon: Approximately 27 lbs. each. 1/64 wedge = 1/2 cup.

Meat/Meat Alternate Specifications

I. Meat Alternates

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

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

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

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

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

2. Poultry Items

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

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

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

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

3. Meat Items

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

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

Beef, Bologna: Oscar Mayer brand or equal. Bologna is a smoked fully cooked sausage. The meat components consist of beef very finely comminuted and stuffed in artificial or natural casings. The interior cut surface is smooth, fine-textured, light pink in background color, and finely mottled with evenly distributed light to dark red flecks. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

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

Boiled Ham, Cured, Boneless: 1.2 ounces unheated meal equals 1 ounce lean meat. Thurmman's brand or equal. Selection No. 1 or Selection No. 2. The skinless, completely boneless, cured and smoked, fully cooked ham, must be

prepared from the regular short shank ham. The cured pork must be derived from sound, well-trimmed wholesale market and fabricated cuts. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.104.

4. Fish Items

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

Specifications (Other Products)

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

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

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

Yogurt: Plain, sweetened or flavored. Yogurt must not contain more than 23 g of total sugar per 6 ounces.

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

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



The City of Wilmington

CITY CONTRACT
24019PR
CHILD AND ADULT CARE FOOD
PROGRAM & SUMMER
FOOD SERVICE PROGRAM

October 5, 2023 @ 3:00PM

1800 MOTOR PARKWAY, ISLANDIA, NY 11749
631-424-2700
WWW.WHITSONS.COM

SIMPLY ROOTED®
in food & family



Paul Whitcomb,
President & CEO

Simply Rooted® in Wholesome Foods and Family Values

Uplifting. That is what a meal should be. Good for the body and mind, while nurturing to the spirit. At Whitsons, we understand this invisible, yet very real connection and how a meal should mean so much more than food on a plate, especially given the climate of the world today.

Since my parents started the business in 1979, two things clearly stand out as consistent throughout the years: food and family. Our direction has always centered on family values and providing freshly prepared, wholesome meals to our customers.

Our story is deeply rooted in food and family. Our foundation is set on strong family values, while our future remains focused on sustainable, real food. Food that is wholesome, rooted in quality and intended to nourish the body and spirit of those we serve. The unique structure of our family-operated business places a strong emphasis on teamwork, inclusion and entrepreneurial spirit, which drives our company's culture.

It is this spirit of family and teamwork that will continue to move business forward as our industry changes with the times. I have confidence that our teams will continue to remain at the forefront of these changes, honoring our Simply Rooted® commitment to wholesome food and family values along the way.

By partnering with clients like you who share our vision and passion for making a difference, we create an environment in which we strive to Be the Best Part of Someone's Day. Together, we can support our communities when they need us most.

"Our story is not just about our love of food. It's also about a family that is deeply passionate about wholesome food that nourishes the body and mind while nurturing the spirit."

In Good Health,

PROPOSAL TO SERVE THE CITY OF WILMINGTON COMMUNITY



David DeScenza,
Senior Vice President

“The Whitsons story is deeply rooted in food and family. Our Simply Rooted® food philosophy drives our future and connects us to our past. This same philosophy that made our family meals so uplifting generations ago, nourishes our customers and consumers today.”

From Our Table to Yours

Great-tasting, nutritious meals begin with the best ingredients. At Whitsons, we understand that every detail matters, from using wholesome ingredients and chef-inspired, time-tested recipes, to careful packaging and safe and expedient delivery. Our Simply Rooted® philosophy of wholesome food and family values represents our commitment to helping people to live healthier lives. It's all about making a difference in the lives we touch.

DELIVERING ON OUR PROMISES TO THE CITY OF WILMINGTON COMMUNITY

- ✔ Customized menus made fresh from wholesome, natural ingredients.
- ✔ Safely preparing meals in a secure environment through enhanced training and practices.
- ✔ Consistently high quality food and service, featuring delicious meals presented attractively.
- ✔ FDA, USDA & HACCP-controlled preparation and packaging environment.
- ✔ Efficient, expedient and timely delivery to City of Wilmington's sites.

It All Started Over 40 Years Ago Because of Family



Elmer Whitcomb



Gina Whitcomb-Daly

WHERE IT ALL BEGAN...

It all began in 1979 when Elmer and Gina Whitcomb purchased a pair of restaurants in Garden City, New York. At the age of 52, Elmer gave up a successful career as a mechanical engineer, cashed in all his life savings and, with his wife, set out to start a family business they could leave as a legacy to their nine children.

OVER THE YEARS...

Over the years, Whitsons has grown from those small family restaurants to become the 15th largest food service management company and the 4th largest K-12 food service operator in the United States today. We pride ourselves on being leaders in providing school nutrition, prepared meal services, residential and healthcare dining, emergency services, general services and other contracted nutrition programs. But Whitsons' story is just beginning. Elmer's legacy lives on as third-generation Whitcombs join the ranks and the Whitsons "extended family" of team members continues to grow each year.

WHERE WE ARE TODAY...

Headquartered on Long Island, New York, Whitsons Culinary Group is among the region's largest and most innovative food service companies. In partnership with GenNx360, we are a family operated, NMSDC-certified minority-owned company. Our diverse leadership team provides business guidance and resources that enable us to offer innovative products and services and build an inclusive culture, benefiting our customers and team members in the communities that we serve. Our mission of Enhancing Life One Meal at a Time™ means so much more than simply food; it's also about fostering a sense of family values in everything that we do.



SIMPLY ROOTED® *in food & family*

Our Simply Rooted® Philosophy

Our Simply Rooted® philosophy of wholesome food and family values represents our commitment to helping people to live healthier lives by moving food in a more nourishing and natural direction. We believe it is important to serve the same kinds of meals to our customers that we would serve to our own family and you would serve to yours.

SIMPLY ROOTED® IN FOOD

Wholesome food is much more than just the ingredients found (or not found) within our meals; it considers the methods used to grow, farm and handle our ingredients as well. This is the core of our philosophy—a return to traditional, wholesome ingredients the way nature intended us to eat; back to the farm and to food straight from the source; and a commitment to providing clean, natural ingredients and when possible, locally sourced products.

When it comes to our food ingredients, less is more. Whitsons offers simple ingredients you can understand, and nutrition you can count on.

SIMPLY ROOTED® IN FAMILY

We value family, and not just because we are one. The way our onsite teams serve our customers by developing personal connections continues to be the foundation of our success, and as a NMSDC-certified minority-owned organization, we embrace diversity and inclusion as part of our mission. Our company's commitment to these family values can best be expressed through our mindset to Be the Best Part of Someone's Day™. It's about welcoming our team into the Whitsons family and building upon their entrepreneurial spirit to create a dynamic program with our clients in mind

Our philosophy serves as the foundation your clients' whole well being.

Our **Simply Rooted® food philosophy** drives our future and connects us to our past. This same philosophy that made our family meals so uplifting generations ago, nourishes our customers and consumers today. We encourage the City of Wilmington community to join us on our Simply Rooted journey—together we can make a difference in the well-being of your community!

Required Documentation

- privately held company with family ownership
- regionally-based company
- customized high quality, nutritionally-focused menus
- FDA and USDA production facilities
- culinary research and development staff
- HACCP-monitored environment
- temperature-controlled vehicles
- excellent corporate support
- stringent sanitation and safety practices
- state-of-the-art technology

On the following pages, please find the required submittals, including:

- Completed bid forms.
- Proposal Form - Pricing Sheet
- Addendum 1
- Business Licenses
- Certificate of Insurance.
- Bid Bond and Consent of Surety.

PERMISSION TO INSPECT FACILITIES

Since we will be utilizing a Whitsons-operated facility for your CACFP and Summer programs, we hereby grant City of Wilmington representatives to inspect the site by appointment during regular business hours. Our facilities are fully equipped to handle all requirements as set forth in the bid solicitation.

SUBCONTRACTORS

No subcontractors will be utilized in any aspect of the performance of this contract.

EXCEPTIONS

Delivery:

For the City of Wilmington CACFP meals will be delivered to One (1) location.

For the City of Wilmington SFSP meals will be delivered to 10 locations and One (1) trailer. We are unable to deliver to more than 10 locations.

Meal Orders:

The City of Wilmington will be responsible for updating ADP in client facing ordering system, SmartConnect. Orders will be locked 72 hours prior to delivery.

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 24019PR – CHILD AND ADULT CARE FOOD PROGRAM & 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 October 5, 2023**. Bids can also be left in the drop box marked “**PROCUREMENT**” located on the first floor in front of the guard station.

The meeting can be attended virtually as a Zoom Meeting.

Link: <https://us05web.zoom.us/j/81333739878?pwd=NYb7nhGTIF9vpMeTH4XcAOFxBgkDI.1>

Meeting ID: 813 3373 9878 Passcode: y9y3L4

2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 24019PR – CHILD AND ADULT CARE FOOD PROGRAM & 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 100 percent Performance and/or Labor and Materials Bonds to cover the bidder's performance and its' payments of labor and materials if the bidder is successful and the contract is awarded to him. The successful bidder must furnish the above bond within ten days after the award of contract.

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

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

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

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

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

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

12. **Award and Execution of Contract**

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

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

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

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

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

CONTRACT # 24019PR
CITY OF WILMINGTON (COW)
CHILD AND ADULT CARE FOOD PROGRAM & SUMMER FOOD SERVICE PROGRAM
PROPOSAL FORM

Date: 10/3/2023

Attached hereto is a bid bond in the amount of See Attached Bid Bond for Amount dollars and _____ cents.

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

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

Vendor must complete unit price, extended price (quantity x days x unit price), grand total.

Program	Meal Type	Approx. Quantity	# of Days	Description	Unit Price	Extended Price
CACFP At-Risk	Dinner	1,200	191	Vendor must deliver healthy meals that meet USDA specs.	\$3.50	\$802,200.00
CACFP At-Risk	Snack	1,200	191	Vendor must deliver healthy meals that meet USDA specs.	\$1.05	\$240,660.00
SFSP	Breakfast	850	48	Vendor must deliver healthy meals that meet USDA specs.	\$2.30	\$93,840.00
SFSP	Lunch	1,250	48	Vendor must deliver healthy meals that meet USDA specs.	\$4.20	\$252,000.00
SFSP	Dinner	400	48	Vendor must deliver healthy meals that meet USDA specs.	\$4.20	\$80,640.00
				GRAND TOTAL		\$1,469,340.

*Please see Schedules for details on specific breakdowns of serving sizes and sites for delivery.

Location of Bidders' Preparation Facility:

Philadelphia Culinary Center
200 Pattison Ave., Philadelphia, PA 19148

FIRM (Corporation, Partnership, Individual):

Whitsons Food Service (Bronx), LLC.

PER (Name, typed or printed):

PaulWhitcomb

TITLE:

President & CEO

ADDRESS:

1800 Motor Pkwy, Islandia NY 11749

FAX:

631-424-2745

FEDERAL TAX ID:

11-3642653

PHONE:

631-424-2700

EMAIL:

whitsombp@whitsons.com

Bidders acknowledges receipt of addendum number 1.

CONSENT OF SURETY

DATE: September 21, 2023

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

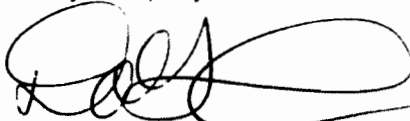
Gentlemen:

We, the Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware, hereby agree that if
Whitsons Food Service (Bronx), LLC
(Contractor)
1800 Motor Parkway, Islandia, NY 11749
(Address)

is awarded Contract 24019PR. We will write the required Performance and/or Labor and Materials Bond required by Paragraph 6 of the Instructions to Bidders.

Fidelity and Deposit Company of Maryland
Surety Company

BY: 
Attorney-in-Fact, Dana Granice

**BASIC SPECIFICATIONS FOR: THE CITY OF WILMINGTON, DEPARTMENT OF PARKS AND RECREATION
CHILD AND ADULT CARE FOOD PROGRAM & SUMMER FOOD SERVICE PROGRAM**

QUANTITIES:

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

Approximately 1,200 Child and Adult Care Food Program At-Risk dinners and snacks, including Milk for approximately 191 days.*

*Please see Schedules for details on specific breakdowns of serving sizes and sites for delivery.

Approximately 850 Summer Food Service Program breakfasts, 1000 lunches, and 400 dinners for approximately 48 days.*

*Please see Schedules for details on specific breakdowns of serving sizes and sites for delivery.

Contractor to deliver all food and liquids within required temperatures 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. All deliveries are to be made according to Schedule A to ensure a smooth operation. Contractor must strictly adhere to delivery schedule.

Items delivered frozen, that are intended to be fresh, will cause entire days meals to be disallowed unless expressly agreed to by sponsor.

SITE LOCATION

The attached listed sites (Schedule a) constitute the tentative delivery locations.

CONTRACT TERM

Contract to commence on **October 1, 2023, or as soon thereafter as agreed upon by COW and vendor**, and to continue every **Monday through Friday** until **September 30, 2024**. This contract may be renewed for two additional one-year periods pending Sponsor and vendor agreement and approval by the Delaware Department of Education (DDOE) Nutrition Programs. The fixed-fee per meal may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI) for the 12 months ending July, with prior approval from the City of Wilmington and DDOE.

FOOD REQUIREMENTS

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

GENERAL CONDITIONS

1. Bidder may contact the following individual for additional information concerning this proposal:
Mr. Phil Ceresini, CPPB
Purchasing Agent
City of Wilmington, Department of Finance
800 French Street
pceresini@wilmingtonde.gov
2. Bidder must complete proposal form with all required information and submit a copy of health permit and inspection documentation with bid response.
3. Quantities rendered are approximated to fulfill the requirement for the operating period. The Sponsor reserves the right of ordering more or less than the stated estimated amounts at any time, in such quantities as needed and successful contractor will deliver to any directed site such quantities as designated at the bid price.
4. Contractor shall supply sufficient containers for distribution of milk and lunches to satellite feeding points. These containers are to be Styrofoam or equivalent, with lids. Ice is to be provided where necessary, as determined by the Sponsor, at no additional charge.

5. Deliveries to be made within the designated hours, indicated in basic specification. Emergency situations affecting the contractor's ability to deliver or the Sponsor's ability to receive meals for a reasonable length of time, will be mutually resolved between the contractor, sponsor, and state agency.
6. Successful bidder will have a turnaround time of 24 hours or less for changes in the number of meals (increases and decreases) delivered daily. Counts for the next days' delivery will be called into contractor by 12:00 PM daily.
7. COW and allied governmental agencies reserve the right to visit and inspect the bidder's preparation facilities prior to and during the contract period, which may form the basis of determining the capability of the bidder to perform or fulfill the contract.
8. Successful contractor to provide copy of insurance showing public liability, vehicle liability, and property damage insurance.
9. Successful contractor or bidder will ensure that all delivery staff will have been screened using a national background check which includes a Sexual Offender database check. Individuals listed in Sexual Offender databases are not permitted on COW property. Successful contractor will provide a list of delivery staff members at the start of the contract and will notify COW of changes.
10. Hold Harmless: The bidder, if awarded a contract, agrees to protect, defend, and hold harmless the Sponsor against any damage for payment for the use of any patented material, process, article, or device or from a part of the work covered by his contract; and he further agrees to indemnify and save harmless description brought against it, for or on account of any injuries or damages received or sustained by any parties, by or from any acts of the contractor, his servants to agents.
11. All bidders are requested to arrange for site visitations so as to inform themselves of locations and delivery condition.

I. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

1. 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:
 - a. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertisement procurement, or prior to aware in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor;
 - c. 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.

II. INSTRUCTION TO BIDDERS

1. **Definitions**, as used herein:
 - a. The term "Bid" means the bidder's offer.
 - b. The term "bidder" means a food service management company submitting a bid in response to this invitation for bid.
 - c. The term "contractor" means a successful bidder who is awarded a contract by a sponsor under the CACFP & SFSP.
 - d. The term "food service management company" in this invitation for Bid and Contract means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program.

- e. The term “invitation to bid” hereafter referred to as IFB, means the document where the procurement is advertised. In the case of this program, the IFB becomes a part of the contract once both parties agree in writing to all terms and conditions of the IFB.
 - f. The term “Sponsor” means the Service Institution which contracts with the Department of Education to operate and manage the Child and Adult Care Food Program & the Summer Food Service Program.
 - g. The term “unitized meal” means an individual pre-portioned meal consisting of a combination of foods meeting the Child and Adult Care Food Program (CACFP) and/or Summer Food Service Program (SFSP) meal pattern requirements (meal milk 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 and/or Family Style Meal Service.
 - h. Other Terms shall have the meanings ascribed to them in the CACFP regulations 7 CFR 226 or in the SFSP regulations 7 CFR Part 225.
2. **Explanation to Bidders:** Questions about the IFB must be submitted to the City of Wilmington at procurement@wilmingtonde.gov and will only be accepted up to 7 days prior to the bid opening. Relevant questions will be responded to via addendum that will be emailed to all planholders of record.
 3. **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.
 4. **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.
 5. **Evaluation of Bidders/Award of Contract:**
 - a. The contract will be awarded to that responsive and responsible bidder whose bid conforms to the IFB and will be most advantageous to the sponsor, lowest total estimated amount of bid, price and other factors considered.
 - b. The sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
 - c. The sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder whose investigation shows is not in a position to perform the contract.
 - d. Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.
 6. **Late Bids, Modification of Bids, or Withdrawal of Bids**
 - a. Any bid received after the exact time specified for receipt of bids will not be considered.
 - b. Bids may be withdrawn at any time prior to the bid opening.

III. SCOPE OF SERVICES

1. United States Department of Agriculture regulations 7 CFR Part 226, entitled Child and Adult Care Food Program, and 7 CFR Part 225, entitled Summer Food Service Program, are hereby incorporated by reference.
2. Contractor agrees to deliver unitized meals inclusive of milk and/or juice to locations set out in Schedules A for both CACFP and SFSP, attached hereto and made a part thereof, subject to the terms and conditions of this solicitation.

3. All meals furnished must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof.
4. Contractor shall furnish meals as ordered by the sponsor during the period of operation specified on page 1 and as further specified in Schedules A.
5. **The intent of this Invitation to Bid is to establish a per-meal, fixed-price contract with the awarded vendor** Pricing shall be based on the menus described in Schedule C. All bidders must submit bids on the same menu cycle provided by the sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the sponsor. Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g. condiments, utensils, etc.).
6. **Meal quantities** are estimated. They are the best known estimates for requirements during the operating period. The sponsor reserves the right to order more or less than estimated at the beginning of the operating period. Contractor will be paid at the unit price rate for the actual number of meals delivered each day for the program period specified. Sponsor does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approval level of meal service designated by the administering office for each site serving meals provided by the contractor.
7. **Meal Orders:** Sponsors will order meals on Wednesday of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week and will include breakdown totals for each site and each type of meal.

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

8. Meal-Cycle Change Procedure

Meals will be delivered daily 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 exists which might prevent the contractor from delivering a specified meal component, the sponsor shall be notified immediately so substitutions can be agreed upon. The sponsor reserves the right to suggest menu changes within the vendor's suggested food cost, periodically throughout the contract period.

9. Noncompliance

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

The CACFP and 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 disallowances are made based on statistical sampling, the sponsor and the contractor will be notified in writing by the administering agency as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical sampling procedures employed.

10. Specifications

a. Packaging

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

- iv. Cartons – Each carton to be labeled. Label to include:
 - 1. Processor's name and address (plant)
 - 2. Item identity, meal type
 - 3. Date of production
 - 4. Quantity of individual units per carton
- v. Meals shall be delivered with appropriate non-food items: condiments, straws for milk, napkins, single service ware, etc. Sponsors shall insert the types of condiments that are necessary for the meals on Schedule C.
- vi. Individual containers shall be delivered in cartons constructed to prevent damage to the containers inside. An equal number of containers must be in each carton, except one, which may have fewer to allow for the exact number of meals ordered.
- vii. The sponsor may require that contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers said meal service (i.e. two hours for lunch, one hour for all other meal types).
- viii. All contractors shall have on file, the name of the supplier, the telephone number, and a product label specifying ingredients for any food product utilized for meals under this contract. The contractor shall be able to immediately supply this information to the sponsor, State Agency, or health department for any meal served at any site listed on Schedules A and E.
- ix. All components of a cold meal shall be unitized in a container before delivery to a site. Container and overlay shall be plastic, paper, non-toxic metallic, or biodegradable material. Milk may be enclosed in the unitized container.
- x. All components of a hot meal shall be unitized in one or two containers before delivery to site. If two containers are used, one will store the hot and one the cold portions of the meal. Container and overlay should be an air-tight closure and shall be aluminized or non-toxic metallic or biodegradable nonflammable material. Milk may be enclosed in the cold portion container.
- xi. Containers shall be sufficient strength to prevent crushing of food and shall package the meals so that they are completely unexposed to the elements.
- xii. All components of a family style hot/cold lunch/supper shall be packaged by meal component and separated by classroom to facility smooth food service operations. Containers should be labeled with the room name and quantity.

11. Delivery

- a. 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 Schedules A and E.
- b. The contractor shall be responsible for delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.
- c. The sponsor reserves the right to add or delete food service centers by amendment of the initial list of approved centers in Schedules A and E and make changes in the approved level for the maximum number of meals which may be served under the program at each center. The sponsor shall notify contractor by providing an amendment to Schedules A and E 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.
- d. The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for lunch and within one-half hour of the beginning of meal service for breakfast or supplement and in accordance with the serving time schedule (Schedules A and E). Where holding facilities have

been approved by the state agency, contractor can deliver two meal types together according to the meal service time for early meals. Where emergency affects the ability of contractor to deliver meals separately or sponsor to utilize meals delivered separately, each situation is to be resolved by mutual agreement of contractor, sponsor and state agency.

- e. The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the sponsor at all sites after meals are accepted. Damaged or incomplete meals will not be included when the number of reimbursable meals is determined.
- f. 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.
- g. Hot and cold portions of meals must be delivered at the same time.
- h. Cold meals shall be delivered at the site at a maximum temperature of 41°F but shall not have a temperature of less than 32°F at scheduled time of meal service.
- i. The vehicle and/or carton utilized to deliver cold meals shall have the capability of keeping the product below 41°F until time of site delivery.
- j. Hot meals shall be delivered at the site at a temperature of at least 135°F but shall not exceed 160°F at the scheduled time of meal service.
- k. The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 135°F until time of site delivery.

12. Food Preparation

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

13. Food Specifications

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

IV. GENERAL CONDITIONS

1. Supervision and Inspection of Facility

- a. The contractor shall always provide management supervision and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.
- b. The contractor hereby agrees to supervise at its place of business the preparation and assembly of meals and to conduct quality control inspections to check portions, size, and appearance of packaging as well as quality of product. Contractor recognizes right of representative of sponsor, Delaware Department of Education and/or

representatives of the United States Department of Agriculture to inspect contractor's food service facilities at any time during contract period. Such inspection may proceed with or without notice to contractor.

- c. The contract shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

2. Recordkeeping

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

3. Method of Payment

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

4. Bond Requirements

All bonds 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 bond will be accepted.

- a. Bid Bonds: The bid bond surety may be stated to be for a sum, but may be stated to be for a sum equal to 10% of the bid to which it relates.
- b. Performance Bond: The performance bond shall be with surety properly credentialed by Treasury Circular 570, and in an amount that represents 100% of the contract award.

5. Insurance

The successful bidder shall procure and maintain the following insurance:

- a. Workers' Compensation in accordance with the laws of the State of Delaware.
- b. 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.
- c. Contractor shall furnish sponsor with such evidence of insurance as sponsor may reasonably require, including insurance covering contractor's contractual liability.
- d. Contractor shall indemnify sponsor and state against loss or damage including attorney fees and costs of litigation caused by negligent acts of contractor or of contractor's agents or employees. Contractor expressly agrees to defend any suit against sponsor for personal injury, sickness or disease arising out of consumption or use of products purchased from contractor (as well as suit for loss resulting from pilferage by contractor's employees). Sponsor shall promptly notify contractor and Delaware Department of Education in writing of any claims against either contractor or sponsor, and if suit has been filed, shall forward to contractor and state all papers received in connection thereof. Sponsor shall not incur expense or enter settlement without contractor's consent, provided however, that if contractor shall refuse or fail to defend, sponsor may defend, adjust, or settle any such claim, and the costs thereby incurred, including reasonable attorney fees, are to be charged to contractor.
- e. Successful bidder shall provide COW with a certificate of insurance naming the COW as additional insured.

6. Availability of Funds

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

7. Emergencies

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

8. Termination

- a. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediately corrective action, the sponsor shall have the right, upon written notice, of the immediate termination of the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the sponsor. The sponsor shall process reprocurement action on a competitive basis to arrive at a fair and reasonable price.

- b. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.
- c. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- d. The rights and remedies of the sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. This contract is expressly made contingent upon adequate funding from federal, state and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have the option to terminate this contract upon five days written notice to contractor. If contract is terminated in this manner, sponsor shall be released from liability for food ordered by contractor but shall remain liable for food prepared for delivery by contractor before notice is given. In contracts over \$100,000 this contract is further made contingent upon delivery by contractor to sponsor of a performance bond in the amount specified on page 1, to be furnished within ten (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.
- f. Should contractor default in timely or adequate performance of any of its obligations hereunder, sponsor may, upon notice to contractor and state agency, utilized program payments to satisfy the debt or obligation owed sponsor by contractor.
- g. Sponsor and contractor agree that sponsor may cancel contract with 72 hours' notice to the contractor and with approval of the state agency for any one or more of the following documented reasons:
 - i. Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
 - ii. Contractor fails to deliver any one meal type on any day without sufficient justification.
 - iii. Ten percent (10%) of a sponsor's sites under this contract, over a one-week period, received meal delivery outside of the approved time.
 - iv. Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).
 - v. Any part of this contract was assigned or subcontracted to another company for the preparation of the meals.
 - vi. Meals are not in compliance with Section B.
- h. Contractor may cancel this contract for the following documented reason:

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

9. Subcontracts and Assignments

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

10. General Provisions

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan/grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—**

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Sponsor and understands and agrees that the Sponsor will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office, the Federal awarding agency, or the USDA.

3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Sponsor and understands and agrees that the Sponsor will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office, the Federal awarding agency, or the USDA.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000. **Mandatory standards and policies relating to energy efficiency** which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.6201)

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

1. Sponsors making procurements exceeding \$25,000 must do one of the following to ensure vendors are not debarred or suspended:

- a. Check the website www.sam.com then search for the firm to be awarded the contract, and check that they are not excluded (debarred, suspended, or voluntarily excluded) from doing business with Federal grantees, or
- b. Develop a certification form; or
- c. Include a provision in the contract.

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

Equal Employment Opportunity:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2 CFR 200.323 Procurement of recovered materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Civil Rights Assurance - According to FNS 113-1, Appendix B, (D)(2)(c)

"The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement."

"This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the

recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.”

“By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax:

(833) 256-1665 or (202) 690-7442; or

email:

Program.Intake@usda.gov

This institution is an equal opportunity provider.

Additional information is included as:

Schedule A - Program Locations/Meal Service and Delivery Details – CACFP & SFSP

Schedule B - Current CACFP & SFSP meal pattern requirements

Schedule C - CACFP Menus & SFSP Menus

Schedule D - Food Product Specifications

SCHEDULE A

CHILD AND ADULT CARE FOOD PROGRAM

Site Name	Address	City/State	Zip Code	Contact Person
Ark Learning Center	534 Vandever Avenue	Wilmington, DE	19802	Alicia Clark
Bayard School After School Program	200 South DuPont Street	Wilmington, DE	19805	Bruce Dave
Learning Laboratory	2200 Baynard Boulevard	Wilmington, DE	19802	Ernn Chioma
Little Leaders in Training Academy	1621 North Heald Street	Wilmington, DE	19802	Sheila Boney
Neighborhood House /Extended Hours Program	1218 "B" Street	Wilmington, DE	19801	Cynthia Williams
Our Children's Learning Center, LLC	802 North Orange Street	Wilmington, DE	19801	Evelyn Hicks
Police Athletic League of Wilmington	3707 North Market Street	Wilmington, DE	19802	Alvce Derr
Salvation Army Learning Center	400 North Orange Street	Wilmington, DE	19801	Lee Robinson
Scout Reach After Care @ Stubbs	1100 North Pine Street	Wilmington, DE	19801	Gerhelle Fox
Shabac Enrichment	302 West Mason Run Parkway	Wilmington, DE	19802	Pastor Davis
Shorthidge Academy	100 West 13 th Street	Wilmington, DE	19802	Desiree Faison
The Salvation Army Wilmington/Citadel	401 Shipley Street	Wilmington, DE	19801	Felicia Flora
Tiny Tucks Learning Center	3400 North Market Street	Wilmington, DE	19802	Margaret Minatee
Ujima/Mother African Union Church/After school	812 North Franklin Street	Wilmington, DE	19806	Patricia Butler
Urban Promise - Camp Hope	455 Townsend Street	Wilmington, DE	19801	Joel Orr
Urban Promise - Freedom	2412 Thatcher Street	Wilmington, DE	19802	Kristin Walker
Urban Promise - Saint Josephs/Victory	1012 French Street	Wilmington, DE	19801	Bethany Wolstenholme
Urban Promise After School Program	2401 Thatcher Street	Wilmington, DE	19802	Nichelle Holland
Urban Promise/Camp Amen	1401 "A" Street	Wilmington, DE	19801	Joel Orr
Urban Promise/Camp Harmony/Union Baptist Church	2616 Carter Street	Wilmington, DE	19802	Jacqueline Wolf
Urban Promise/Camp Truth	719 North Shipley Street	Wilmington, DE	19801	Deborah Holcombe
Urban Promise/Haven/Westminster Church	1502 West 13th Street	Wilmington, DE	19806	Vanessa Church
West End Neighborhood House	710 North Lincoln Street	Wilmington, DE	19805	Antwain Flowers
William Hicks Anderson Community Center	501 North Monroe Street	Wilmington, DE	19801	Estella Moody

Schedule B:

Old and New Child and Adult Meal Patterns



Breakfast Meal Patterns

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

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

Oz eq = ounce equivalents

Lunch and Supper Meal Patterns

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

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

Oz eq = ounce equivalents

Snack Meal Pattern

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

Select 2 of the 5 components for snack.

Oz eq = ounce equivalents

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



Schedule B:

Old and New Infant Meal

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

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

SCHEDULE C

October

SUPPER

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			Sandwich Sun butter Jelly Kie (Salad) (M)-Celery Wrap Turkey Ranch- Carrots Baby Chicken Bites (Df) -Corn- Ketchup	Sandwich Chicken Salad (Df) Carrots Baby Wrap Chicken Honey/ Mustard-Carrots Baby Pizza Cheese - Carrots Baby
5 Children Taco Trio-Corn Goldfish Cheddar-Rf Crackers-String Cheese- Carrots Baby Sandwich Eggs Salad (D) Carrots Baby	6 Sandwich Cheeseburger- Lettuce Tomato Wrap Veggie SW-Broccoli Sandwich Sun butter Jelly Kid/Sliced-Celery	7 Bread sticks Mozzarella Stuffed Marinara Sauce Salad Chicken Sesame Wrap Turkey Ranch- Carrots Baby	8 Pasta Spaghetti Meat balls (Df)-Carrots Coin Salad Taco Veggie- Wrap Chicken Sesame (Df) Carrots Baby	9 Pizza Pepperoni-Broccoli Wrap Chicken Sesame (Df) Carrots Baby Salad Chef Veggie
12	13 Sandwich Cheese (M)- Carrots Baby Wrap Chicken Honey Mustard-Carrots Baby Parade Pie Pizza (M)	14 Salad Chicken Caesar Taco Dippers Kit (M) Chicken Teriyaki (Df) - Broccoli	15 Sandwich Eggs Salad (Df) (M)-Carrots Baby Salad Chicken Sesame (Df) Pasta Chicken Alfredo- Corn	16 Salad Chef Veggie (M) Wrap Chicken BBQ (Df) - Salad Hot Dog Pretzel Bun (Df) - Punch
19 Goldfish Cheddar (M)-Rf Crackers-String Cheese- Punch Sandwich Sun butter Jelly Kid/Sliced (M)-Celery Burrito Beef Bean (Df) - Salsa (New Spec)	20 Wrap Chicken Sesame (Df)-Carrots Baby Salad Taco Veggie (M) Pasta Zesty All Beef-Cut Corn	21 Sandwich Mighty Meaty Deft Combo-Carrots Baby Sandwich Chicken Salad (Df)-Carrots Baby Enchilada Cheese (M) - Corn	22 Wrap Veggie SW (M)- Broccoli Salad Chicken Caesar Chicken BBQ Shredded Pasta-Juice	23 Sandwich Turkey Cheese Original-Broccoli Salad Chicken Sesame (Df) Pasta Spaghetti Meat balls (Df)-Carrots Coin
26 Goldfish Pretzel (M)-Rf Crackers-Sun butter- Celery Sandwich Sider Chicken BBQ-Broccoli Chicken Bites (Df) -Corn- Ketchup	27 Salad Taco Veggie (M) Scoop Guacamole (M) - Bean Dip-Juice Sandwich Sloppy Joe (Df)-Celery	28 Sandwich Cheese (M)- Carrots Baby Sandwich Chicken Salad (Df)-Carrots Baby Chicken Rancher-Questo- Rice Bake-Corn	29 Salad Chicken Garden Ranch Sandwich Egg Salad (Df) (M)-Carrots Baby Burrito Bean Cheese- Salsa	30 Sandwich Chicken Salad (Df)-Carrots Baby Sandwich Slider-Chicken BBQ-Broccoli Chicken BBQ-Celery Rice-Garlic Bread

SCHEDULE C

October

SNACK

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1 Honey Wheat Crackers RF-String Cheese Grahams Cinnamon	2 Educational Snacks-String Cheese Pizza Crackers-String Cheese
5 Grahams Honey Educational Snacks	6 Honey Wheat Crackers RF Goldfish Crackers Colors- String Cheese	7 Goldfish Pretzels-String Cheese Grahams Cinnamon	8 Goldfish Crackers Cheddar-String Cheese Sunflower Seeds	9 Goldfish Crackers Colors Honey Wheat Crackers RF-String Cheese
12	13 Educational Snacks-String Cheese Grahams Honey	14 Goldfish Pretzels Honey Wheat Crackers RF-Sun Butter	15 Sunflower Seeds Goldfish Crackers Cheddar-String Cheese	16 Goldfish Crackers Colors- String Cheese Goldfish Pretzels
19	20 Goldfish Crackers Colors Cheddar-String Cheese Educational Snacks	21 Educational Snacks-String Cheese Grahams Honey	22 Honey Wheat Crackers RF Goldfish Crackers Colors- String Cheese	23 Goldfish Pretzels-String Cheese Sunflower Seeds
26 Goldfish Pretzels Yogurt	27 Grahams Honey Educational Snacks-String Cheese	28 Goldfish Crackers Colors Goldfish Pretzels-String Cheese	29 Sunflower Seeds Honey Wheat Crackers RF	30 Goldfish Crackers Cheddar-String Cheese String Cheese

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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
Beacon of Hope	4001 N. Market St.	Wilm / 19802	M-F
Bethal Villa	506 E 5th St.,	Wilm / 19801	M-F
Brown Pool	401 E. 7th Street	Wilm / 19801	M,T,W,F,S
Brown Chihocki	7th and Duncan St.	Wilm / 19805	M-F
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
Darul-Amaanah Academy	408 E. 8th St.	Wilm / 19801	M-F
Eden Pool	900 New Castle Ave	Wilm / 19801	M,T,W,Th,S
Elbert Palmer Park Evenings	D & South Buttonwood St.	Wilm / 19801	M-Th
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
Girls Inc. of Delaware	1501 N. Walnut St	Wilm / 19801	M-F
Haynes Park	701 W. 34th St.	Wilm / 19802	M-F
Hicks HACCC Pool	501 N. Madison Street	Wilm / 19805	M,T,W,Th,F,S
Helen Chambers	501 Madison St.	Wilm / 19805	M-F
Herman Holloway Park	East 7th & Lombard St.	Wilm / 19801	M-F
JCC 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
Judy Johnson	3rd & Dupont St.	Wilm / 19805	M-F
Kingswood Community Center	2300 Bowers St.	Wilm / 19802	M-F
Kosciuszko	Broom & Maple St.	Wilm / 19805	M-F
Michael's Triangle Park	1116 Maryland Avenue	Wilm / 19805	M-F
Neighborhood House Inc. / Southbridge	1218 B St.	Wilm / 19801	M-F
New Vision Ministries	100 W 24th Street	Wilm / 19802	M-F
Nolan Learning Academy	1507 Maryland Ave.	Wilm / 19805	M-F
Oakmont Park	Oakmont Drive	NC / 19720	M-F
One Love (Tatnall Park)	24th and Tatnall Streets	Wilm / 19802	M-F

One Village Alliance	900 North Washington St.	Wilm / 19802	M-F
Police Athletic League & Aftercare	3707 N. Market St.	Wilm / 19801	M-F
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-W
Simonds Garden Park	84 Simmonds Drive	NC / 19720	M-F
Spirit Life Summer Enrichment Camp	3401 Northeast Blvd.	Wilm / 19802	M-F
Surratte / Dunleith Park	Anderson and Bethune Drive	Wilm / 19801	M-F
Tender Care Learning Academy	120 Stroud Street	Wilm / 19805	M-F
Tilton Park	7th & 8th and Franklin	Wilm / 19805	M-F
Praying Ground Community Church	41 E. 22nd Street	Wilm/ 19802	W
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
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. Tatrall St.	Wilm / 19802	M-F
Woodlawn Library		Wilm / 19805	M-W
Z & Z Early Learning Center (Xavier School)	1315 North Union Street	Wilm / 19806	M-F
Youth Law Enforcement Academy	500 Wilmington Ave.	Wilm / 19801	M-F

SCHEDULE B

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

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

<p>Day 1</p>	<p>1. Chicken Caesar Wrap, Caesar Dressing Packet, Baby Carrots, Ranch Dressing Packet, Fresh Fruit, 1% Milk or 2. Chicken Salad, WG Bun, Cole Slaw, Fresh Fruit, 1% Milk</p>	<p>WG Pizza Crunchers, Waffle fries, Ketchup Packet, Fresh Fruit, 1% Milk</p>
<p>Day 2</p>	<p>1. Egg Salad, WG Bun, Baby Carrots, Ranch Dressing Packet, Fresh Fruit, 1% Milk or 2. Tuna Salad, WG Bun, Cole Slaw, Fresh Fruit, 1% Milk</p>	<p>Chicken Steak, WG Roll, Waffle Fries, Ketchup Packet, Fresh Fruit, 1% Milk</p>
<p>Day 3</p>	<p>1. BBQ Chicken Wrap, Ranch Dressing Packet, BBQ Sauce Packet, Baby Carrots, Fresh Fruit, 1% Milk or 2. Mighty Meaty Deli Sandwich w/Turkey, Salami, Turkey Ham, and Mozzarella, Mayonnaise Packet, Baby Carrots, Fresh Fruit, 1% Milk</p>	<p>Sloppy Joe, WG Bun, Waffle fries, Ketchup Packet, Fresh Fruit, 1% Milk</p>
<p>Day 4</p>	<p>1. Turkey Cobb Salad, WG Roll, Fresh Fruit, 1% Milk or 2. Sun butter Jelly Kit, String Cheese, Fresh Celery Sticks, Ranch Dressing Packet, Fresh Fruit, 1% Milk</p>	<p>Turkey Hot Dog, WG Bun, Ketchup & Mustard Packet, Fries, Fresh Fruit, 1% Milk</p>
<p>Day 5</p>	<p>1. Asian Chicken WG Wrap - Diced Chix, Lett, Shred Cabbage, Shred Carrots, Sesame Dressing Packet, Fresh Fruit, 1% Milk or 2. Classic Turkey & Cheese Sandwich, Mayonnaise Packet, Seasoned Blanched Broccoli Florets, Fresh Fruit, 1% Milk</p>	<p>Oven Fried Chicken Mashed Potatoes, WG Biscuit, Fresh Fruit, 1% Milk</p>

Day 6	<p>1. Pizza Lunchable WG Flatbread, Sauce, Mozz Cheese, T. Pepperoni, Zucchini, Ranch Dressing Packet, Fresh Fruit, 1% Milk or</p> <p>2. Honey Mustard Chicken Wrap, Honey Mustard Dressing Packet, Baby Carrots, Ranch Dressing Packet, Fresh Fruit, 1% Milk</p>	<p>Chicken Alfredo, WG Pasta, Broccoli, Fresh Fruit, 1% Milk</p>
Day 7	<p>1. Turkey BLT Wrap, Potato Salad, Fresh Fruit, 1 % Milk or</p> <p>2. Chicken Salad Sub, Fresh Celery, Ranch Dressing Packet, Fresh Fruit, 1% Milk</p>	<p>Taco Bake, Fiesta Corn Salsa & Tortilla Chips, Fresh Fruit, 1% Milk</p>
Day 8	<p>1. Chicken Salad, WG Bun, Cucumber Salad, Fresh Fruit, 1 % Milk or</p> <p>2. Taco dippers Chef Kit, Broccoli Florets, Grape Tomatoes, Blue Cheese Packet, Fresh Fruit, 1% Milk</p>	<p>WG Lasagna, Cauliflower, Fresh Fruit, 1% Milk</p>
Day 9	<p>1. Turkey Ranch Wrap, Ranch Dressing Packet, Baby Carrots Fresh Fruit, 1 % Milk or</p> <p>2. Beef Bologna & Cheese Sandwich, Mustard Packet, Potato Salad, Fresh Fruit, 1% Milk</p>	<p>T. Bacon Cheeseburger, WG Bun, Waffle Fries, Ketchup Packet, Fresh Fruit, 1% Milk</p>
Day 10	<p>1. Turkey & Cheese, WG Wheat, Mayo Packet, Tomato Salad, Fresh Fruit, 1 % Milk or</p> <p>2. Chicken Ranch Garden Salad, Ranch Dressing Packet, Goldfish Pretzels, Fresh Fruit, 1% Milk</p>	<p>WG Chicken Nuggets, BBQ Sauce Packet, Sweet Potato Fries, Ketchup Packet, Fresh Fruit, 1% Milk</p>
Day 11	<p>1. Turkey Ham & Cheese, WG Wheat, Mustard Packet, Celery Sticks, Ranch Dressing Packet, Fresh Fruit, 1 % Milk or</p> <p>2. Roast Beef & Cheese, WG Wheat, Cole Slaw, Fresh Fruit, 1% Milk</p>	<p>Baked Chicken, WG Mac & Cheese, Stewed Tomatoes, Fresh Fruit, 1% Milk</p>

Day 12	<p>1. Chicken Caesar Wrap, Caesar Dressing Packet, Celery Sticks, Ranch Dressing Packet, Fresh Fruit, 1% Milk or</p> <p>2. Tuna WG Macaroni Salad over Fresh Spinach, Fresh Fruit, 1% Milk</p>	<p>Meatballs, WG Bun, Fries, Ketchup Packet, Fresh Fruit, 1% Milk</p>
Day 13	<p>1. Beef Bologna & Cheese Wrap, Mustard Packet, Potato Salad, Fresh Fruit, 1 % Milk or</p> <p>2. Chicken Salad, WG Bun, Cucumber Salad, Fresh Fruit, 1% Milk</p>	<p>Fish Patty, WG Mac & Cheese, Stewed Tomatoes, Fresh Fruit, 1% Milk</p>
Day 14	<p>1. Turkey Ham & Cheese Wheat, Mustard Packet, Carrot Raisin Salad, Fresh Fruit, 1% Milk or</p> <p>2. Tuna Salad on Wheat, Celery Sticks, Ranch Dressing Packet, Fresh Fruit, 1% Milk</p>	<p>Cheesesteak, WG Roll, Sweet Potato Fries, Ketchup Packet, Fresh Fruit, 1% Milk</p>
Day 15	<p>1. Chicken Cobb Salad, WG Roll, Ranch Dressing Packet, Fresh Fruit, 1% Milk or</p> <p>2. Buffalo Chicken Salad, WG Roll, Fresh Fruit, 1% Milk</p>	<p>Roast Turkey w/ Gravy, Mashed Potatoes, WG Roll, Fresh Fruit, 1% Milk</p>

SCHEDULE D
FOOD PRODUCT SPECIFICATIONS
FOR
CHILD and ADULT CARE and SUMMER FOOD SERVICE PROGRAM

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

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

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

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

Bread/Bread Alternate and Cereal Specifications

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

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

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

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

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

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

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

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

White Bread (enriched): 2 slices -- Made of flour, shortening, sugar, yeast, salt and water. Contain 62 percent total solids. "Enriched bread" must contain thiamine, riboflavin, niacin and iron. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, Code of Federal Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

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

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

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

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

Fruit/Vegetable Specifications

Orange Juice: 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrate) sweetened or unsweetened U.S. Grade A. Orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation. Juice should be practically free of defects, show no coagulation, having no noticeable seed particles, and have a normal flavor.

Celery Sticks: 4 sticks/each 3 inches long and 3/4 inch wide to equal 1/4 cup serving. Bright, medium to light color. Fresh, firm, crisp branches. Free from noticeable blemishes or decay.

Carrot Sticks: 6 sticks/each 4 inches long x 1/2 inch wide to equal a 1/4 cup serving. Select medium to small size roots which are well-shaped, smooth, solid and have good orange color. Carrots with considerable green color at the top require extra trimming. U.S. #1 carrots with 1 1/8 inch medium diameter.

Pineapple Juice: 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) sweetened or unsweetened U.S. Grade A. Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects. Juice should have a distinct flavor and no coagulation of pulp.

Nectarine: 2 to 2 1/8 inches in diameter. One nectarine equals 1/2 cup serving (medium). Rich color and plumpness. Firm with slight softening along the seam. Orange-yellow color between the red areas.

Apple Juice: 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) Clarified U.S. Grade A Fancy. Bright, typical color. Free from apple pulp, seeds or other sediments.

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

Orange-Grapefruit Juice: 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A. Should have a good flavor and odor, bright, good color. Should not contain excessive amounts of pulp, seed particles or peel.

Apricots: Two apricots equal 1/2 cup serving. Select apricots having a bright, plump and juicy appearance with a uniform golden-orange color. Ripe apricots will yield to gentle pressure.

Raisins: Seedless, U.S. Grade A, small. Bulk 2 2/3 ounces = 1/2 cup, individual packages, 1 1/2 ounce = 1/4 cup fruit. Similar varietal characteristics, good typical color, good flavor and development.

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

Tomato Wedges: 5 x 6 size. 1/4 tomato = 1/4 cup. Well-shaped, smooth, firm tomatoes, free from cracks, green or yellow sun-burned areas, blemishes and decay. Full red color and slight softening for immediate use.

Lettuce. Head: One piece = 1/4 cup.

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

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

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

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

Banana, petite: One banana equals 1/2 cup serving. Each banana approximately 1/4 lb. Plump, firm bright colored fruit. Free from scars and bruises. For immediate use select solid yellow colored fruit, lightly flecked with brown.

Purple Plum: Two plums equal 1/2 cup serving. Well formed fruit. Good color. Fairly firm to slightly soft state of ripeness. Fresh, bright appearance.

Tomato Juice: 100 percent juice, pasteurized, fresh, canned or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A. Tomato juice should have a color typical of well-ripened red tomatoes which have been properly prepared and processed. Juice should be practically free from defects, possess a good flavor, and have a fairly good consistency.

Peach: 2 1/8 inches diameter. One peach equals 1/2 cup (medium). Select fruits with plenty of red blush and free from signs of decay. They should be firm, not hard, and the skin between the red area should have a yellowish cast rather than distinctly green.

Pear: 2 1/4 to 2 3/8 inches diameter. One pear equals 1/2 cup serving (medium). Select well-formed, smooth fruits free from scars and skin punctures. Firm fruit will ripen on standing.

Apple: 2 1/2 inches diameter. One apple equals 1/2 cup (medium). Select firm, crisp, well-colored apples. Flavor varies in apple and depends on the stage of maturity at time of picking. Immature apples lack color and are usually poor in flavor.

Tangerine: 2 3/8 inches in diameter. One tangerine equals 1/2 cup (medium). Select fresh bright fruits, generally well-colored, well-shaped, fairly firm, moderately heavy, and free from decay. Those with dull, dried skins or which are puffy and light in weight may have shrunken and dried flesh.

Grapes: Seedless, 18 grapes equals 1/2 cup, with seeds 12 grapes = 1/2 cup. Plump, firm, well-colored, fresh looking, firmly attached to stem. Green fruit. Stems green and pliable.

Grape Juice: 100 percent juice, concord sweetened or unsweetened, U.S. Grade A. Juice should have a bright purple or reddish color, be free of pulp, skins, and tartrate crystals. It should have a distinct flavor.

Watermelon: Approximately 27 lbs. each. 1/6 wedge = 1/2 cup.

Meat/Meat Alternate Specifications

I. Meat Alternates

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

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

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

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

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

2. Poultry Items

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

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

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

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

3. Meat Items

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

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

Beef. Bologna: Oscar Mayer brand or equal. Bologna is a smoked fully cooked sausage. The meat components consist of beef very finely comminuted and stuffed in artificial or natural casings. The interior out surface is smooth, fine-textured, light pink in background color, and finely mottled with evenly distributed light to dark red flecks. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

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

Boiled Ham. Cured. Boneless: 1.2 ounces unheated meal equals 1 ounce lean meat. Thurmann's brand or equal. Selection No. 1 or Selection No. 2. The skinless, completely boneless, cured and smoked, fully cooked ham, must be

prepared from the regular short shank ham. The cured pork must be derived from sound, well-trimmed wholesale market and fabricated cuts. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.104.

4. Fish Items

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

Specifications (Other Products)

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

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

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

Yogurt: Plain, sweetened or flavored. Yogurt must not contain more than 23 g of total sugar per 6 ounces.

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

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

**ADDENDUM 1 to 24019PR
CHILD AND ADULT CARE FOOD PROGRAM
SUMMER FOOD SERVICE PROGRAM**



In response to question that have been received, we offer the following:

1. Can you please share reimbursement claims from your 2022-2023 CACFP program for the month of March. **SEE ATTACHED DOCUMENTS**
2. Can you please share the average daily participation for your CACFP program for November or March of last year's program. **SEE ATTACHED DOCUMENTS**
3. Are vendors required to bid on both CACFP and SFSP programs? Or can you select one program. **Bidders are required to bid on both.**
4. Is the 24-hour order adjustment negotiable? **Yes**
5. Is pre heated meal delivery required for CACFP or do sites have the capacity to heat their own meals on site? – **Are you asking if you have to deliver frozen meals- then the answer is yes. The City heats the meals before the meals go to the sites.**
6. Are vendors required to offer hot menu options for CACFP or would you consider cold options? **We will consider a cold meals if you can provide a quality option that has more variety than just sandwiches as the entrée.**
7. Can you please provide more information the delivery schedules on page 6 section d. Are different meal types required to be delivered at different times? Is this for CACFP and SFSP? How many sites require this? Is this negotiable? **This is just for SFSP. You can deliver breakfast and lunch at the same time, as long as the food is stored in in a manner that retains the proper temperature until the approved time of each meal service.**
8. Are the meals for SFSP all cold or are you requiring hot options for that program? If so, do meals need to be delivered pre heated? **All meals for SFSP are cold.**
9. Can you please let me know if you need to lease any equipment to support the SFSP and CACFP programs? **Yes.** Are we able to submit our own menus with this proposal or are you requesting the vendor to mirror the sample menus? **You can propose a menu to us, but we reserve the right of final approval**

ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 19 September 2023 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801

**Child & Adult Care Food Program
Claim For Reimbursement Summary for March 2023**

510176414-A4 Status: Active
City of Wilmington, Parks and Recreation-0000000025
 DBA:
 500 Wilmington Avenue
 Wilmington, DE 19801-3590
 County: NEW CASTLE
 FEIN: 510176414-A4

Month/Year Claimed	Adjustment Number	Date Received	Date Accepted	Date Processed	Reason Code
Mar 2023	0	04/24/2023	04/24/2023	05/02/2023	Original

At Risk Snack / Supper

Sponsor Totals	Meals/Snacks	Federal Rate	Reimbursement Amount
Supper			
Free	16,852	4.0300	67,913.56
CIL	16,852	0.3000	5,055.60
Total	16,852		72,969.16
Evening Snack			
Free	16,854	1.1800	19,887.72
Total	16,854		19,887.72
Claim Reimbursement Total			92,856.88

Sponsor Claim Reimbursement Totals	Meal Reimbursement	CIL Reimbursement	Totals
Current Claim Reimbursement Total	87,801.28	5,055.60	92,856.88
Previous Claim Reimbursement Total	0.00	0.00	0.00
Net Claim Reimbursement Total	87,801.28	5,055.60	92,856.88

Hide Site Meal Details

Center Meal Totals

Ark Learning Center 1090781

Meal Type	Free	Reduced	Paid	Total
Supper	575	0	0	575
Evening Snack	575	0	0	575

Ark North Learning Center 2022414405

Meal Type	Free	Reduced	Paid	Total
Supper	805	0	0	805
Evening Snack	805	0	0	805

Beacon of Hope Day Care & School 1263

Meal Type	Free	Reduced	Paid	Total
Supper	345	0	0	345
Evening Snack	345	0	0	345

Christiana Cultural Arts Center 1710446176

Meal Type	Free	Reduced	Paid	Total
Supper	340	0	0	340

Evening Snack	340	0	0	340
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Christiana High School 2020641404

Meal Type	Free	Reduced	Paid	Total
Supper	1,980	0	0	1,980
Evening Snack	1,980	0	0	1,980

COW - Parks & Recreation - William Turner Bldg 1710446208

Meal Type	Free	Reduced	Paid	Total
Supper	873	0	0	873
Evening Snack	873	0	0	873

COW Parks & Rec Lewis Elementary 2020414401

Meal Type	Free	Reduced	Paid	Total
Supper	1,292	0	0	1,292
Evening Snack	1,292	0	0	1,292

Elsmere Presbyterian Center 2022641401

Meal Type	Free	Reduced	Paid	Total
Supper	989	0	0	989
Evening Snack	989	0	0	989

Future Promise Foundation/TLS 2022414406

Meal Type	Free	Reduced	Paid	Total
Supper	460	0	0	460
Evening Snack	460	0	0	460

Glasgow High School 1710446707

Meal Type	Free	Reduced	Paid	Total
Supper	1,170	0	0	1,170
Evening Snack	1,170	0	0	1,170

Kingswood Community Center 657

Meal Type	Free	Reduced	Paid	Total
Supper	575	0	0	575
Evening Snack	575	0	0	575

Neighborhood House /Extended Hours Program 1519

Meal Type	Free	Reduced	Paid	Total
Supper	1,035	0	0	1,035
Evening Snack	1,035	0	0	1,035

Police Athletic League 677

Meal Type	Free	Reduced	Paid	Total
Supper	1,150	0	0	1,150
Evening Snack	1,150	0	0	1,150

Police Athletic League - Before & After Childcare 1710446558

Meal Type	Free	Reduced	Paid	Total
Supper	1,150	0	0	1,150
Evening Snack	1,150	0	0	1,150

Stay Real 2021641606

Meal Type	Free	Reduced	Paid	Total
Supper	863	0	0	863
Evening Snack	863	0	0	863

The Choir School of Delaware 1710446533

Meal Type	Free	Reduced	Paid	Total
Supper	629	0	0	629
Evening Snack	629	0	0	629

Urban Promise - Camp Hope 1496

Meal Type	Free	Reduced	Paid	Total
Supper	758	0	0	758
Evening Snack	758	0	0	758

Urban Promise - Saint Josephs/Victory 1054

Meal Type	Free	Reduced	Paid	Total
Supper	158	0	0	158
Evening Snack	160	0	0	160

West End Neighborhood House 674

Meal Type	Free	Reduced	Paid	Total
Supper	1,265	0	0	1,265
Evening Snack	1,265	0	0	1,265

William Hicks Anderson Community Center 675

Meal Type	Free	Reduced	Paid	Total
Supper	440	0	0	440
Evening Snack	440	0	0	440

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**Child & Adult Care Food Program
Claim For Reimbursement Summary for November 2022**

510176414-A4 Status: Active
City of Wilmington, Parks and Recreation-0000000025
 DBA:
 500 Wilmington Avenue
 Wilmington, DE 19801-3590
 County: NEW CASTLE
 FEIN: 510176414-A4

Month/Year Claimed	Adjustment Number	Date Received	Date Accepted	Date Processed	Reason Code
Nov 2022	0	12/09/2022	12/09/2022	12/13/2022	Original

At Risk Snack / Supper

Sponsor Totals	Meals/Snacks	Federal Rate	Reimbursement Amount
Supper			
Free	1,319	4.0300	5,315.57
CIL	1,319	0.3000	395.70
Total	1,319		5,711.27
Evening Snack			
Free	1,319	1.1800	1,556.42
Total	1,319		1,556.42
Claim Reimbursement Total			7,267.69

Sponsor Claim Reimbursement Totals	Meal Reimbursement	CIL Reimbursement	Totals
Current Claim Reimbursement Total	6,871.99	395.70	7,267.69
Previous Claim Reimbursement Total	0.00	0.00	0.00
Net Claim Reimbursement Total	6,871.99	395.70	7,267.69

Hide Site Meal Details

Center Meal Totals

Ark Learning Center 1090781

Meal Type	Free	Reduced	Paid	Total
Supper	330	0	0	330
Evening Snack	330	0	0	330

Beacon of Hope Day Care & School 1263

Meal Type	Free	Reduced	Paid	Total
Supper	120	0	0	120
Evening Snack	120	0	0	120

Darul-Amaanah Academy 1710446390

Meal Type	Free	Reduced	Paid	Total
Supper	519	0	0	519
Evening Snack	519	0	0	519

The Choir School of Delaware 1710446533

Meal Type	Free	Reduced	Paid	Total
Supper	350	0	0	350

Evening Snack

350

0

0

350

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**Child & Adult Care Food Program
Claim For Reimbursement Summary for November 2022**

510176414-A4 Status: Active
City of Wilmington, Parks and Recreation-0000000025
 DBA:
 500 Wilmington Avenue
 Wilmington, DE 19801-3590
 County: NEW CASTLE
 FEIN: 510176414-A4

Month/Year Claimed	Adjustment Number	Date Received	Date Accepted	Date Processed	Reason Code
Nov 2022	1	01/24/2023	01/24/2023	02/01/2023	Timely Adjustment

At Risk Snack / Supper

Sponsor Totals	Meals/Snacks	Federal Rate	Reimbursement Amount
Supper			
Free	13,159	4.0300	53,030.77
CIL	13,159	0.3000	3,947.70
Total	13,159		56,978.47
Evening Snack			
Free	13,159	1.1800	15,527.62
Total	13,159		15,527.62
Claim Reimbursement Total			72,506.09

Sponsor Claim Reimbursement Totals	Meal Reimbursement	CIL Reimbursement	Totals
Current Claim Reimbursement Total	68,558.39	3,947.70	72,506.09
Previous Claim Reimbursement Total	6,871.99	395.70	7,267.69
Net Claim Reimbursement Total	61,686.40	3,552.00	65,238.40

Hide Site Meal Details

Center Meal Totals

Ark Learning Center 1090781				
Meal Type	Free	Reduced	Paid	Total
Supper	680	0	0	680
Evening Snack	680	0	0	680
Beacon of Hope Day Care & School 1263				
Meal Type	Free	Reduced	Paid	Total
Supper	270	0	0	270
Evening Snack	270	0	0	270
Christiana Cultural Arts Center 1710446176				
Meal Type	Free	Reduced	Paid	Total
Supper	260	0	0	260
Evening Snack	260	0	0	260
Christiana High School 2020641404				
Meal Type	Free	Reduced	Paid	Total
Supper	1,045	0	0	1,045

Evening Snack	1,045	0	0	1,045
---------------	-------	---	---	-------

COW - Parks & Recreation - William Turner Bldg 1710446208

Meal Type	Free	Reduced	Paid	Total
Supper	1,728	0	0	1,728
Evening Snack	1,728	0	0	1,728

COW Parks & Rec Lewis Elementary 2020414401

Meal Type	Free	Reduced	Paid	Total
Supper	960	0	0	960
Evening Snack	960	0	0	960

Darul-Amaanah Academy 1710446390

Meal Type	Free	Reduced	Paid	Total
Supper	699	0	0	699
Evening Snack	699	0	0	699

Elsmere Presbyterian Center 2022641401

Meal Type	Free	Reduced	Paid	Total
Supper	758	0	0	758
Evening Snack	758	0	0	758

Glasgow High School 1710446707

Meal Type	Free	Reduced	Paid	Total
Supper	935	0	0	935
Evening Snack	935	0	0	935

Grace Church 2021641601

Meal Type	Free	Reduced	Paid	Total
Supper	119	0	0	119
Evening Snack	119	0	0	119

Kidz Klub 2022641402

Meal Type	Free	Reduced	Paid	Total
Supper	192	0	0	192
Evening Snack	192	0	0	192

Kingswood Community Center 657

Meal Type	Free	Reduced	Paid	Total
Supper	425	0	0	425
Evening Snack	425	0	0	425

Neighborhood House /Extended Hours Program 1519

Meal Type	Free	Reduced	Paid	Total
Supper	630	0	0	630
Evening Snack	630	0	0	630

Police Athletic League 677

Meal Type	Free	Reduced	Paid	Total
Supper	600	0	0	600
Evening Snack	600	0	0	600

Police Athletic League - Before & After Childcare 1710446558

Meal Type	Free	Reduced	Paid	Total
Supper	750	0	0	750
Evening Snack	750	0	0	750

Stay Real 2021641606

Meal Type	Free	Reduced	Paid	Total
Supper	795	0	0	795
Evening Snack	795	0	0	795

The Choir School of Delaware 1710446533

Meal Type	Free	Reduced	Paid	Total
Supper	455	0	0	455
Evening Snack	455	0	0	455

Urban Promise - Camp Hope 1496

Meal Type	Free	Reduced	Paid	Total
Supper	602	0	0	602
Evening Snack	602	0	0	602

Urban Promise - Saint Josephs/Victory 1054

Meal Type	Free	Reduced	Paid	Total
Supper	309	0	0	309
Evening Snack	309	0	0	309

West End Neighborhood House 674

Meal Type	Free	Reduced	Paid	Total
Supper	694	0	0	694
Evening Snack	694	0	0	694

William Hicks Anderson Community Center 675

Meal Type	Free	Reduced	Paid	Total
Supper	253	0	0	253
Evening Snack	253	0	0	253



Application for Business License
 City of Wilmington, Delaware
 Department of Finance
 License/Business License Division
 800 N. French Street 19801-3537
 (302) 576-2415

--

License Number (Office Use Only)

1. APPLICATION DATE	3. FEDERAL EMPLOYER ID #
09/22/2023	11-3642653

3A. If No FEI, Enter Applicant Soc. Sec. No. ▶

SOCIAL SECURITY NO.

4. License Applied For: LICENSE TYPE CODE
9007
(SEE OTHER SIDE)

2. BUSINESS START DATE (IN CITY)	4A. SPECIFIC NATURE OF BUSINESS
10/01/2023	Wholesale Food Contractor

5. STATE OF DE. LICENSE NO.
2023707075

6. Applicant's Business Location: Actual Physical Location. P.O. Box is not acceptable

NAME OF BUSINESS (No more than 30 characters including spaces)		E-MAIL ADDRESS	
Whitsons Food Service (Bronx), LLC		martinezm@whitsons.com	
ADDRESS LINE 1		FAX #	
1800 Motor Parkway			
ADDRESS LINE 2			
CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Islandia	NY	11749	(631) 424-2700

FOR OFFICE USE ONLY
Additional Required Accounts
Net Profit <input type="checkbox"/>
Acct. # _____
Wage / head <input type="checkbox"/>
Acct. # _____
Date Added _____
By _____

7. Business Owner Information: Actual Physical Location Required. P.O. Box Address is not acceptable

NAME OF BUSINESS' OWNER(S)			
Paul Whitcomb			
ADDRESS LINE 1			
1800 Motor Parkway			
ADDRESS LINE 2			
CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Islandia	NY	11749	631-424-2700

CONTACT PERSON
Melanie
FIRST NAME
Martinez
LAST NAME
(631) 750-4366
TELEPHONE NUMBER

8. Mailing Address (address applicant desires license information & tax forms to be mailed):

NAME OF BUSINESS			
Whitsons Food Service (Bronx), LLC			
ADDRESS LINE 1			
1800 Motor Parkway			
ADDRESS LINE 2			
Attn: Melanie Martinez, Corporate Paralegal			
CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Islandia	NY	11749	(631) 424-2700

9. Type of Ownership:

- Corporation
- Partnership*
- Estate/Trust
- Holding Company, (if exempt under DEL. 1902(B)(8), Title 30, do not complete this form)
- LLC
- Other
- S - Corporation*
- Sole Proprietor
- Non-Profit (501C3 copy required)

Number of employees anticipated with City of Wilmington per month: 1.00

*Attach a list of all partners' names, addresses, and Social Security (or Federal Identification) Numbers

For purpose of Disadvantaged Business Program, please check here if you are a Disadvantaged Business Enterprise:

09/22/2023 Melanie Martinez *Melanie Martinez* Corporate Paralegal

DATE PRINT NAME SIGNATURE TITLE ZONING

FEE (Return Application with Fee) \$ 181.00

**PLUMBING INSPECTOR APPROVAL

**REQUIRED SIGNATURE FOR TESTED LICENSES

FEE INCREASE EFFECTIVE 1/1/94

CODE	DESCRIPTION	FEE	CODE	DESCRIPTION	FEE
CONSTRUCTION					
1000**	<input type="checkbox"/> Air Conditioning Contractor	120.00	5000	<input type="checkbox"/> Accountants	181.00
1001**	<input type="checkbox"/> Boiler Installation Contractor	120.00	5001	<input type="checkbox"/> Architects	181.00
1002	<input type="checkbox"/> Cement-Concrete-Stone-Masonry Contractor	120.00	5002	<input type="checkbox"/> Chiropractic Physicians	181.00
1003	<input type="checkbox"/> Construction Manager	120.00	5003	<input type="checkbox"/> Consultants	181.00
1004	<input type="checkbox"/> Contractor/Subcontractor	120.00	5004	<input type="checkbox"/> Court Reporter	181.00
1005	<input type="checkbox"/> Electrician-Electrical Contractor	120.00	5005	<input type="checkbox"/> Dentists	181.00
1006**	<input type="checkbox"/> Heating Contractor	120.00	5006	<input type="checkbox"/> Laboratories	181.00
1007**	<input type="checkbox"/> Plumbing Contractor	120.00	5007	<input type="checkbox"/> Lawyers	181.00
1008	<input type="checkbox"/> Sign-Billboard Erectors	120.00	5008	<input type="checkbox"/> Nursing homes	181.00
1009**	<input type="checkbox"/> Mechanical Contractor	120.00	5009	<input type="checkbox"/> Opticians	181.00
1010	<input type="checkbox"/> Satellite Television Installer	301.00	5010	<input type="checkbox"/> Optometrists	181.00
1011	<input type="checkbox"/> Asbestos Abatement Contractor	120.00	5011	<input type="checkbox"/> Physicians-Surgeons	181.00
1102**	<input type="checkbox"/> Refrigeration	120.00	5012	<input type="checkbox"/> Physiotherapists	181.00
ENTERTAINMENT/RECREATION					
2000	<input type="checkbox"/> Billiard/Bowling Alley	181.00	5013	<input type="checkbox"/> Podiatrists	181.00
2001	<input type="checkbox"/> Circuses/Carnivals	181.00	5014	<input type="checkbox"/> Professional Engineers	181.00
2002	<input type="checkbox"/> Coin-Operated Amusement Game Machines (owning and distributing)	723.00	5015	<input type="checkbox"/> Psychiatrist	181.00
2003	<input type="checkbox"/> Coin-Operated Amusement Game Machine (operating 1-4 machines) [per machine]	30.00	5016	<input type="checkbox"/> Psychologist	181.00
2004	<input type="checkbox"/> Coin-Operated Amusement Game Arcade (operating 5 or more machines)	181.00 plus 30.00 per machine	5017	<input type="checkbox"/> Surveyors	181.00
2005	<input type="checkbox"/> Dance Halls-Studios	181.00	5018	<input type="checkbox"/> Undertakers	181.00
2006	<input type="checkbox"/> Disk Jockeys	181.00	5019	<input type="checkbox"/> Veterinarians	181.00
2007	<input type="checkbox"/> Health Spa/Club	181.00	5020	<input type="checkbox"/> Miscellaneous Professional Service	181.00
2008	<input type="checkbox"/> Promoters of Sporting Events	181.00	5099	<input type="checkbox"/> Manager/Homeless Emergency Shelter	164.00
2009***	<input type="checkbox"/> Restaurants	181.00	5099E	<input type="checkbox"/> Non Profit Shelter	0.00
2010	<input type="checkbox"/> Theaters	181.00	RETAILERS		
2011	<input type="checkbox"/> Theatrical Booking Agency	181.00	6000	<input type="checkbox"/> Coin Operated Merchandise	151.00
2012	<input type="checkbox"/> Ticket Agent	181.00	6001****	<input type="checkbox"/> Precious Metals	151.00
2013	<input type="checkbox"/> Miscellaneous Entertainment/Recreation	181.00	6002***	<input type="checkbox"/> Retailers Edible	151.00
FINANCIAL/REAL ESTATE SERVICES					
3001	<input type="checkbox"/> Banks/Trust Company	723.00	6003	<input type="checkbox"/> Retailers Firearms	151.00
3002	<input type="checkbox"/> Building and Loan Association	361.00	6004	<input type="checkbox"/> Retailers Non-Edible	151.00
3003	<input type="checkbox"/> Collection Agency	181.00	6005	<input type="checkbox"/> Taverns-Package Stores	151.00
3004	<input type="checkbox"/> Condo-Conversion [per unit]	60.00	TRAVEL/LODGING/AUTOMOTIVE SERVICES		
3005	<input type="checkbox"/> Credit Rating, Reporting Bureaus	181.00	7000	<input type="checkbox"/> Auto Garage-Parking Lot	181.00
3006	<input type="checkbox"/> Finance Company	181.00	7001	<input type="checkbox"/> Auto Service Clubs-Associations	181.00
3007	<input type="checkbox"/> Holding Company	120.00	7002	<input type="checkbox"/> Auto Washing Establishments	181.00
3007E	<input type="checkbox"/> Holding Company Exempt	0.00	7003	<input type="checkbox"/> Buses, Taxis, Vehicles for Hire [per vehicle]	60.00
3008	<input type="checkbox"/> Investment Brokerage Firm	723.00	7004	<input type="checkbox"/> Gas Station/Auto Repair	181.00
3010	<input type="checkbox"/> Office/Commercial Building	361.00	7005	<input type="checkbox"/> Hotels-Motels	1807.00
3011	<input type="checkbox"/> Real Estate Agency	241.00	7006	<input type="checkbox"/> New-Used Auto Sales	181.00
3012	<input type="checkbox"/> Real Estate Agent/Broker/Exempt	0.00	7007	<input type="checkbox"/> Towing Establishments	181.00
3013	<input type="checkbox"/> Rooming House	120.00	7008	<input type="checkbox"/> Travel Ticket Agency	181.00
3015	<input type="checkbox"/> Miscellaneous Financial/Real Estate Service	181.00	7009	<input type="checkbox"/> Vehicle Renting	181.00
3016	<input type="checkbox"/> Mobile Home Park Operator	602.00	7010	<input type="checkbox"/> Miscellaneous Travel/Lodging/Automotive	181.00
NON-PROFESSIONAL SERVICES					
4001	<input type="checkbox"/> Advertising Agencies	120.00	UTILITIES/PUBLIC SERVICES		
4002	<input type="checkbox"/> Auctioneers	120.00	8000	<input type="checkbox"/> Distributor Newspapers/Magazines	542.00
4003	<input type="checkbox"/> Awnings/Sales and Installation	120.00	8001	<input type="checkbox"/> Publishing-(Less than daily)	181.00
4004	<input type="checkbox"/> Bath-Massage-Tanning Salons	120.00	8002	<input type="checkbox"/> Publishing-Newspaper/Magazine (Daily)	903.00
4005	<input type="checkbox"/> Beauty Parlors-Barber Shop	120.00	8003	<input type="checkbox"/> Radio/Television Broadcasting	602.00
4006	<input type="checkbox"/> Carpet Cleaners	120.00	8004	<input type="checkbox"/> Telegraph Company	602.00
4007	<input type="checkbox"/> Carpet Installers	120.00	8005	<input type="checkbox"/> Telephone Company-Local Operator	1807.00
4008	<input type="checkbox"/> Cleaners-Dyers-Pressers-Laundries	120.00	8006	<input type="checkbox"/> Telephone Company Sales and Service	422.00
4009	<input type="checkbox"/> Commercial Sign Business	120.00	8007	<input type="checkbox"/> Utilities Gas/Electric	3011.00
4010	<input type="checkbox"/> Computer Services	120.00	8008	<input type="checkbox"/> Miscellaneous Utilities/Public Service	602.00
4011	<input type="checkbox"/> Courier/Delivery Service	120.00	WHOLESALE/MANUFACTURER/RELATED SERVICES		
4012	<input type="checkbox"/> Day Care Centers	120.00	9000	<input type="checkbox"/> Cold Storage and Refrigeration	181.00
4013	<input type="checkbox"/> Direct Mail Advertising Service	120.00	9001	<input type="checkbox"/> Importer/Distributor	181.00
4014	<input type="checkbox"/> Employment Agencies/Contractors	120.00	9002****	<input type="checkbox"/> Junk/Scrap Processors	181.00
4015	<input type="checkbox"/> Equipment Rent/Lease	120.00	9003	<input type="checkbox"/> Manufacturer	181.00
4016	<input type="checkbox"/> Furniture Movers/Furniture Deliveries	120.00	9004	<input type="checkbox"/> Prefabricated Structure Manufacture/Supplier	181.00
4017	<input type="checkbox"/> Furniture Upholsterer and Cleaners	120.00	9005	<input type="checkbox"/> Sanitation	181.00
4018	<input type="checkbox"/> Insurance Adjuster	120.00	9006	<input type="checkbox"/> Storage Warehouses	181.00
4019	<input type="checkbox"/> Interior Designers	120.00	9007	<input checked="" type="checkbox"/> Wholesaler Edible	181.00
4020	<input type="checkbox"/> Janitorial Companies	120.00	9008	<input type="checkbox"/> Wholesaler Non-Edible	181.00
4021	<input type="checkbox"/> Locksmiths	120.00	9009	<input type="checkbox"/> Wholesaler via Vehicles	181.00
4022	<input type="checkbox"/> Newspaper/Magazine Subscriptions	120.00	9010	<input type="checkbox"/> Miscellaneous Wholesaler/Manufacturer/Related Services	181.00
4023****	<input type="checkbox"/> Pawn Broker	120.00	9011	<input type="checkbox"/> Ship Chandler	181.00
4024	<input type="checkbox"/> Pest Control-Exterminators	120.00	MISCELLANEOUS		
4025	<input type="checkbox"/> Photographers/Film Processing	120.00	1111	<input type="checkbox"/> Branch License	30.00
4026	<input type="checkbox"/> Printers	120.00	2222	<input type="checkbox"/> Duplicate License	30.00
4027	<input type="checkbox"/> Reducing Salons	120.00	9999	<input type="checkbox"/> Miscellaneous	181.00
4028	<input type="checkbox"/> Repair Shop/Service	120.00	Copy of current State of Delaware Business License must accompany all applications.		
4029	<input type="checkbox"/> Shutters/Sales and Installation	120.00	** Please Note: All Air Conditioning, Plumbing, Heating and Mechanical Contractors must take the required tests and receive a Trade License from the Licenses and Inspections Department before a City of Wilmington Business License will be issued.		
4030	<input type="checkbox"/> Tailors	120.00	*** Must provide copy of Board of Health approval.		
4031	<input type="checkbox"/> Tax Preparation	120.00	**** Please attach a copy of your Delaware State Police Certificate of License to your application		
4032	<input type="checkbox"/> Telephone Answering Service	120.00			
4033	<input type="checkbox"/> Tutors/Training Academies/Trade Schools	120.00			
4034	<input type="checkbox"/> Video Film Companies	120.00			
4035	<input type="checkbox"/> Miscellaneous Non-Professional Service	120.00			
4036	<input type="checkbox"/> Security Guards	120.00			
4037	<input type="checkbox"/> Beautician/Cosmetologist	120.00			
4038	<input type="checkbox"/> Landscaping/Tree Services	120.00			
4039	<input type="checkbox"/> Bail Bonds				

STATE OF DELAWARE

Department of Finance Division of Revenue

ACTIVE BUSINESS LICENSE
2023707075

EFFECTIVE

06/06/2023 - 12/31/2023

ISSUED TO

WHITSONS FOOD SERVICE (BRONX), L
1800 MOTOR PKWY
ISLANDIA NY 11749-5216

LOCATION

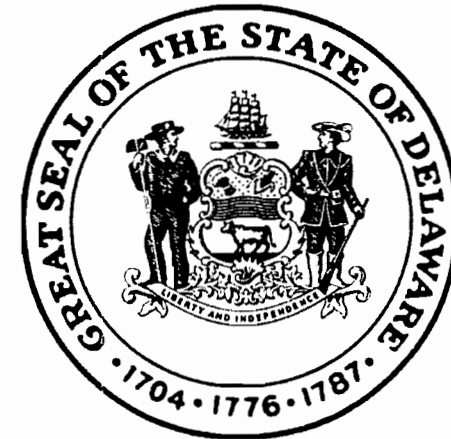
WHITSONS FOOD SERVICE (BRONX), L
WHITSONS FOOD SERVICE (BRONX), L
200 PATTISON AVE
PHILADELPHIA, PA 19148-5632

**TRADE, BUSINESS, OR
PROFESSIONAL ACTIVITY**

WHOLESALER

ISSUED: 06/12/2023
FEE PAID: \$43.50

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, Delaware Code.



2023

POST CONSPICUOUSLY - NOT TRANSFERABLE





City Of Philadelphia
 Department of
 Licenses & Inspections
 P.O. Box 53310
 Philadelphia, Pa. 19105

**OCCUPATIONAL
 LICENSEE ONLY**

PASTE YOUR
 PHOTOGRAPH HERE

1 1/2" SQUARE

DISPLAY PROMINENTLY

if required by law

WHITSONS FOOD SERVICE (BRONX) CORP.
 1800 MOTOR PARKWAY
 ISLANDIA NY 11780

3702 COMMERCIAL ACTIVITY LICENSE
 WHITSONS FOOD SERVICE (BRONX) CORP.

THIS LICENSE IS GRANTED TO THE PERSON AND LOCATION FOR THE PURPOSE STATED ABOVE.IT IS SUBJECT TO IMMEDIATE CANCELLATION BY THIS DEPARTMENT FOR VIOLATIONS OF CITY ORDINANCES AND REGULATIONS. PLEASE DIRECT INQUIRIES TO 311 IF YOU ARE WITHIN THE CITY. OTHERWISE, CALL (215) 686-8686.

LICENSE CODE	LICENSE NO.	BUSINESS TAX NO.	DOES NOT EXPIRE	PAID THIS AMOUNT	ISSUE DATE
3702	616677	1439934		FREE	1/30/2014

LICENSE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2023

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

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

PRODUCER Edwards and Company 140 Greene Avenue Sayville NY 11782	CONTACT NAME: Jeff Radovich, CIC, CRIS PHONE (A/C, No, Ext): (631) 472-8400 E-MAIL ADDRESS: certs@edwardsandco.net	FAX (A/C, No): (631) 472-8486
	INSURER(S) AFFORDING COVERAGE	
INSURED Whitson's Food Service (Bronx) LLC 1800 Motor Parkway Islandia 11749	INSURER A: Republic Franklin Insurance Company NAIC # 12475	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 22/23 Primary

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		5320732	12/15/2022	12/15/2023	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

RE: Delivered Prepared Meals

As respects to General Liability; if required by written contract the following are included as additional insured as per the policy form CG2010.

City of Wilmington and the Department of Finance, Division of Procurement and Records

Insurance of the type afforded by the policy applies to the insureds operation at the site of the project or incidental thereto, which are undertaken by the Contractor during the performance of the contract.

CERTIFICATE HOLDER**CANCELLATION**

Department of Finance, Division of Procurement and Records
 5th FL, Louis L Redding City/
 County Bldg, 800 French St
 Wilmington DE 19801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2023

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B: Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER C: Arch Indemnity Insurance Company</td> <td>30830</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company	11150	INSURER B: Everest National Insurance Company	10120	INSURER C: Arch Indemnity Insurance Company	30830	INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Whitsons Food Service (Bronx), LLC 1800 Motor Parkway Islandia, NY 11749															

COVERAGES **CERTIFICATE NUMBER:** W30290223 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	11CAB1063600	12/15/2022	12/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XC5EX01770-221	12/15/2022	12/15/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	14WC11063800	12/15/2022	12/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Liability - MA Any Auto	Y	Y	11CAB1063700	12/15/2022	12/15/2023	Combined Single Limit \$2,000,000


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

Project Description: delivered prepared meals.

Certificate Holder is included as an Additional Insured as respects to Auto Liability and Umbrella Liability.

Auto Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

CERTIFICATE HOLDER **CANCELLATION**

City of Wilmington Department of Parks and Recreation Department of Finance Division of Procurement and Records 5th Floor 100 S. Redding City/County Building 100 French Street Wilmington, DE 19801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Whitsons Food Service (Bronx), LLC 1800 Motor Parkway Islandia, NY 11749	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Certificate Holder with respects to Auto Liability, Umbrella Liability and Workers Compensation as permitted by law.

Umbrella Follows Form.

Insurance of the type afforded by the policy applies to all of the operations and activities on and at the site of the project or incidental thereto, which are undertaken by the Whitsons Food Service (Bronx), LLC during the performance of the contract.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Whitsons Food Service (Bronx), LLC
1800 Motor Parkway
Islandia, NY 11749

OWNER:

(Name, legal status and address)

City of Wilmington
800 French Street
Wilmington, DE 19801

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

Mailing Address for Notices

1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

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

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

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

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


Contract No.: 24019PR Child and Adult Care Food Program & Summer Food Service Program

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

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


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

Signed and sealed this 21st day of September, 2023.



(Witness)

Whitsons Food Service (Bronx), LLC
(Principal) _____ (Seal)

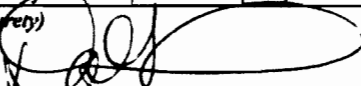
By: 

(Title) President & CEO



(Witness)

Fidelity and Deposit Company of Maryland
(Surety) _____ (Seal)

By: 

(Title) Dana Granice, Attorney-in-Fact



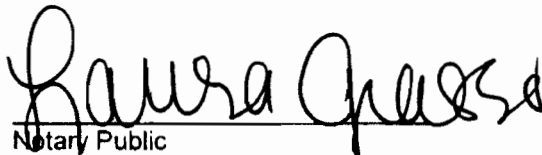
ACKNOWLEDGEMENT FOR CONTRACTOR

ACKNOWLEDGEMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY

STATE OF NY }
COUNTY OF Suffolk }

ON THE 28th DAY OF September, 2023 BEFORE ME
PERSONALLY APPEARED Paul Whitcomb
TO ME KNOWN AND KNOWN TO ME TO BE THE President & CEO
OF **Whitsons Food Service**

(Bronx) LLC A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO
EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT
(S)HE EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME
THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID
LIMITED LIABILITY COMPANY.


Notary Public

LAURA NICOLE GRASSO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GR6415158
Qualified in Suffolk County
Commission Expires March 08, 2025

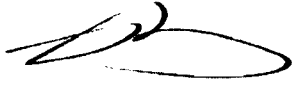
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert T. PEARSON, Gerard S. MACHOLZ, Susan LUPSKE, Thomas BEAN, Colette R. CHISHOLM, George O. BREWSTER, Desiree CARDLIN, Dana GRANICE, Michelle WANNAMAKER, Nelly RENCHIWICZ, Katherine ACOSTA and Ian WILLIAMS, of Uniondale, New York**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

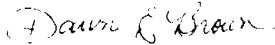
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 23rd day of August, A.D. 2022.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Robert D. Murray*
Vice President

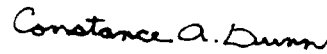


By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 23rd day of August, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



Constance A. Dunn, Notary Public
My Commission Expires July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of September, 2023.



MJ Pethick
By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK
COUNTY OF NASSAU

On this September 21, 2023, before me personally came Dana Granice to me known, who, being by me duly sworn, did depose and say; that he/she resides in Suffolk County, State of New York that he/she is the Attorney-In-Fact of the Fidelity and Deposit Company of Maryland the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Fidelity and Deposit Company of Maryland (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.



Notary Public

LILIANA MAITLAND
Notary Public-State of New York
No. 01MA6434245
Qualified in Nassau County
Commission Expires 06/06/2026

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition As Of December 31, 2022

ASSETS

Bonds.....	\$ 219,365,765
Stocks.....	17,619,752
Cash and Short-Term Investments.....	2,767,685
Reinsurance Recoverable.....	12,309,422
Federal Income Tax Recoverable.....	0
Other Accounts Receivable.....	32,200,768
TOTAL ADMITTED ASSETS.....	<u>\$ 284,263,392</u>

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 545,031
Ceded Reinsurance Premiums Payable.....	42,850,834
Remittances and Items Unallocated.....	0
Payable to parents, subs and affiliates.....	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES.....	<u>\$ 43,395,865</u>
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	240,867,527
Surplus as regards Policyholders.....	240,867,527
TOTAL.....	<u>\$ 284,263,392</u>

Securities carried at \$78,455,274 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2022 would be \$266,908,407 and surplus as regards policyholders \$223,512,542.

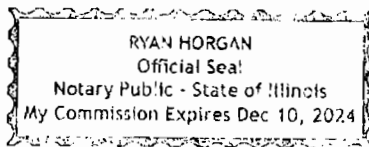
I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2022.

Notary Public
Laura J. Lazarczyk
03/2023-03/2024

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2023.



[Signature]

Notary Public



September 21, 2023

City of Wilmington
800 French Street
Wilmington, DE 19801

**Re: Whitsons Food Service (Bronx), LLC
Contract No.: 24019PR Child and Adult Care Food Program & Summer Food
Service Program**

To Whom It May Concern:

Fidelity and Deposit Company of Maryland, have provided surety credit to Whitsons Food Service (Bronx), LLC. Fidelity and Deposit Company of Maryland is rated "A" (Excellent) with a financial size category of XV (\$2 billion +) by AM Best and has a US Treasury Limit exceeding \$300 million.

If Whitsons Food Service (Bronx), LLC is awarded a contract for the referenced project we are prepared to issue the required Performance Bond.

Our consideration and issuance of bonds is a matter solely between Whitsons Food Service (Bronx), LLC and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,

Fidelity and Deposit Company of Maryland

A handwritten signature in black ink, appearing to read 'Dana Granice', written over a horizontal line.

Dana Granice
Attorney-In-Fact


**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert T. PEARSON, Gerard S. MACHOLZ, Susan LUPSKE, Thomas BEAN, Colette R. CHISHOLM, George O. BREWSTER, Desiree CARDLIN, Dana GRANICE, Michelle WANNAMAKER, Nelly RENCHIWICH, Katherine ACOSTA and Ian WILLIAMS, of Uniondale, New York**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 23rd day of August, A.D. 2022.

**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Robert D. Murray*
Vice President



By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 23rd day of August, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

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RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

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MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com


Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this September 21, 2023, before me personally came Dana Granice to me known, who, being by me duly sworn, did depose and say; that he/she resides in Suffolk County, State of New York that he/she is the Attorney-In-Fact of the Fidelity and Deposit Company of Maryland the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Fidelity and Deposit Company of Maryland (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.



Notary Public

LILIANA MATTLAND
Notary Public-State of New York
No. 01MA6434245
Qualified in Nassau County
Commission Expires 06/06/2028

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition
As Of December 31, 2022

ASSETS

Bonds.....	\$ 219,365,765
Stocks.....	17,619,752
Cash and Short-Term Investments.....	2,767,685
Reinsurance Recoverable.....	12,309,422
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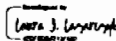
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 545,031
Ceded Reinsurance Premiums Payable.....	42,850,834
Remittances and Items Unallocated.....	0
Payable to parents, subs and affiliates.....	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES.....	\$ 43,395,865
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	240,867,527
Surplus as regards Policyholders.....	240,867,527
TOTAL.....	\$ 284,263,392

Securities carried at \$78,455,274 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2022 would be \$266,908,407 and surplus as regards policyholders \$223,512,542.

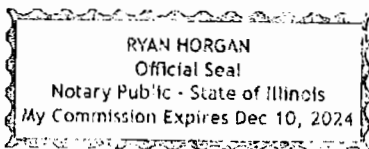
I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2022.

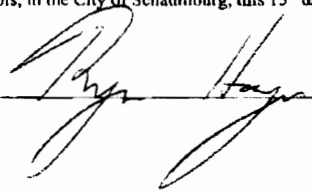

Laura J. Lazarczyk

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2023.





Notary Public

CONSENT OF SURETY

DATE: September 21, 2023

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

Gentlemen:

We, the Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
(Surety Company's Address)

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

Whitsons Food Service (Bronx), LLC
(Contractor)
1800 Motor Parkway, Islandia, NY 11749
(Address)

is awarded Contract 24019PR. We will write the required Performance and/or Labor and Materials Bond required by Paragraph 6 of the Instructions to Bidders.

Fidelity and Deposit Company of Maryland
Surety Company

BY:



Attorney-in-Fact, Dana Granice

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert T. PEARSON, Gerard S. MACHOLZ, Susan LUPSKI, Thomas BEAN, Colette R. CHISHOLM, George O. BREWSTER, Desiree CARDLIN, Dana GRANICE, Michelle WANNAMAKER, Nelly RENCHIWICZ, Katherine ACOSTA and Ian WILLIAMS, of Uniondale, New York**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 23rd day of August, A.D. 2022.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Robert D. Murray*
Vice President

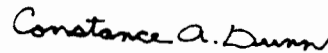


By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 23rd day of August, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



Constance A. Dunn, Notary Public
My Commission Expires July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of September, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

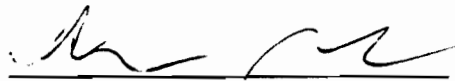
If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK
COUNTY OF NASSAU

On this September 21, 2023, before me personally came Dana Granice to me known, who, being by me duly sworn, did depose and say; that he/she resides in Suffolk County, State of New York that he/she is the Attorney-In-Fact of the Fidelity and Deposit Company of Maryland the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Fidelity and Deposit Company of Maryland (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.



Notary Public

LILIANA MAITLAND
Notary Public-State of New York
No. 01MA6434245
Qualified in Nassau County
Commission Expires 06/06/2026

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition

As Of December 31, 2022

ASSETS

Bonds.....	\$ 219,365,765
Stocks.....	17,619,752
Cash and Short-Term Investments.....	2,767,685
Reinsurance Recoverable.....	12,309,422
Federal Income Tax Recoverable.....	0
Other Accounts Receivable.....	32,200,768
TOTAL ADMITTED ASSETS.....	\$ 284,263,392

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 545,031
Ceded Reinsurance Premiums Payable.....	42,850,834
Remittances and Items Unallocated.....	0
Payable to parents, subs and affiliates.....	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES.....	\$ 43,395,865
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	240,867,527
Surplus as regards Policyholders.....	240,867,527
TOTAL.....	\$ 284,263,392

Securities carried at \$78,455,274 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2022 would be \$266,908,407 and surplus as regards policyholders \$223,512,542.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2022.

Witnessed by
Laura J. Lazarczyk
Corporate Secretary

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2023.



Ryan Horgan
Notary Public

Our Mission: Enhancing Life One Meal at a Time™

Whitsons is a NMSDC-certified minority-owned business with a commitment to promoting diversity and inclusion as part of our mission. Backed by family values three generations strong, the Whitcomb family remains actively involved in the company's management and has been joined by an extended family of team members who share their vision and commitment of "enhancing life one meal at a time."



THE WHITCOMB FAMILY PLEDGE

As we look towards the future of further fostering our culture and building partnerships with clients who share our values and vision, the Whitcomb Family has personally renewed their pledge to our team members and the communities we serve:

We declare the possibility of being the premier organization committed to helping people lead healthier lives through balanced nutrition.

We stand for family values: honesty, integrity, teamwork and authentic communication.

We commit to the development of our team members, continuous improvement and innovation.

We pledge to work as one team with one goal: to enhance life one meal at a time.

We bring this pledge to the clients we serve throughout the Northeast. Whitsons' scope of expertise and services extends to: school nutrition, onsite meal services for residential and healthcare clients, prepared meals and emergency dining.

Vendor Name and Address

Whitsons Food Service (Bronx) LLC.

1800 Motor Parkway, Islandia, New York 11749

Contact: Kim Parker, Regional Director of Customer Experience, 484-535-2287

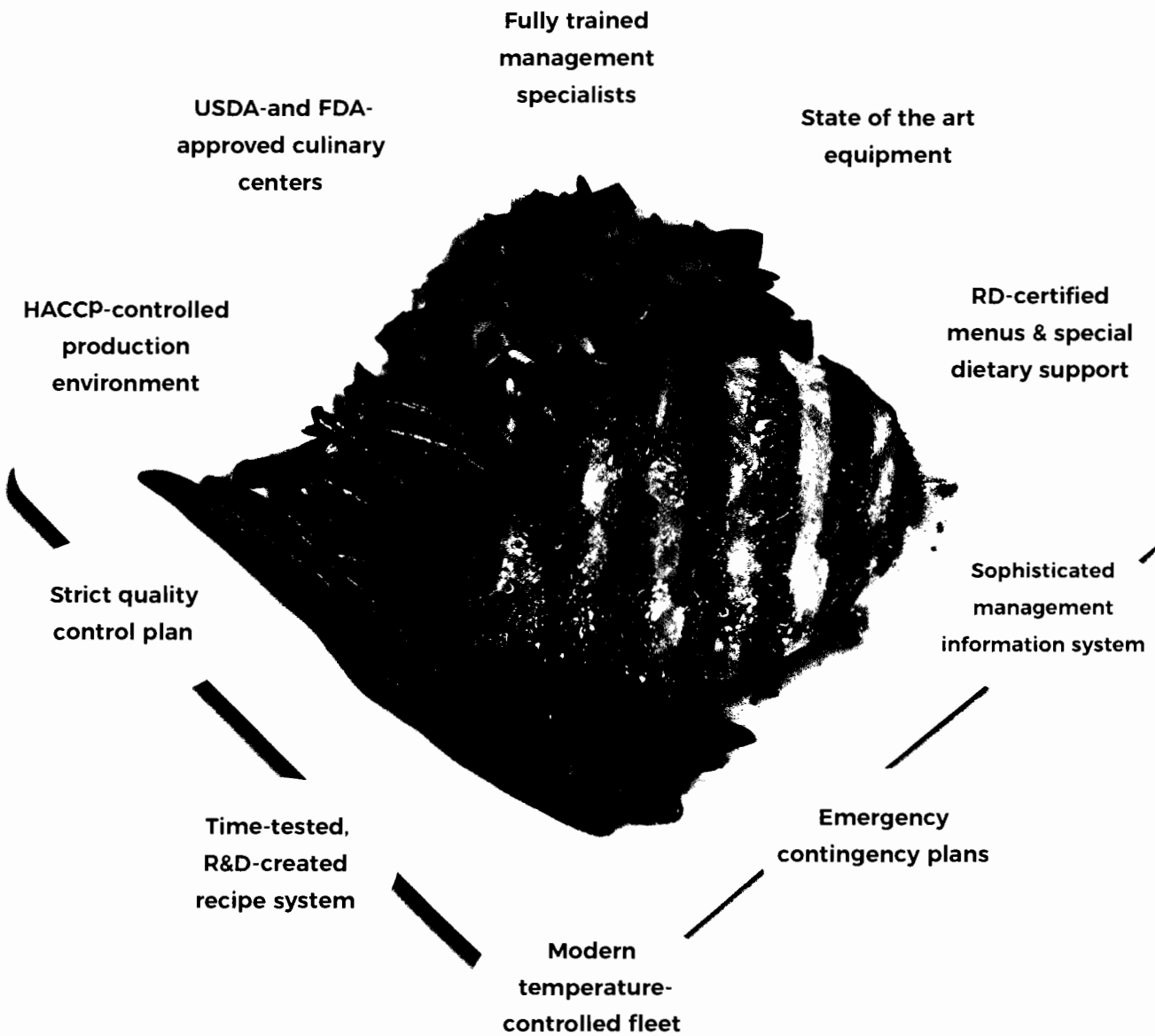
WWW.WHITSONS.COM



SCAN THE QR CODE TO LEARN
MORE ABOUT WHITSONS!



Professional Resources To Meet Your Program Objectives



**A deep commitment to family
values and personalized service**

Our Operational Plan

We understand the unique needs of City of Wilmington's nutrition program, and are committed to customizing our nutrition services to meet your clients' needs with an on-time delivery guarantee.

We strongly suggest that prior to making any awards, City of Wilmington conduct a meal sampling to evaluate select proposed selections for quality, taste and appeal.

CITY OF WILMINGTON PROGRAM HIGHLIGHTS

- **Meal Service.** Our proposal includes the services for CACFP and SFSP programs. For CACFP we will service dinner and snacks. For SFSP we will service breakfast, lunch, snack and dinner meals. All meals will be delivered 5 days per week. Meals will be provided cold/frozen for rethermalization by the City of Wilmington staff, and will be served individually packaged.
- **Menu Development.** Menus will be provided to City of Wilmington 4 weeks prior to service for review. Menus will be in compliance with your nutritional standards, as reviewed by Whitsons' registered dietitians. Our Culinary R&D team can also work with City of Wilmington on creating new menu items and accommodating special allergen and other dietary requests.
- **Meal Orders.** City of Wilmington will update ADP in our client facing ordering system, SmartConnect. Orders will be locked 72-hours prior to delivery.
- **Meal Packaging.** All meals are packed and delivered in Board of Health approved containers, with client-approved labels. For the City of Wilmington, we will package meals in attractive black compartment trays, covered with a transparent film and branded labels with our logo clearly outlining the meal and preparation instructions.

Meal sampling is an important part of the evaluation process! The majority of prospective clients selected Whitsons after seeing our meal presentation and tasting the flavor, quality and diversity we offer.

Wholesome Ingredients



Serving Customer Needs



Reliable Deliveries



- **Delivery Packaging.** We strive to eliminate cardboard as much as possible by delivering meals in re-usable/washable plastic buckhorns that stack neatly in refrigerators and are sanitized after every use.
- **Client Liaison.** Your dedicated account manager will be Melody Phillips, who, along with the Whitsons team, is on call 24 hours a day, seven days a week to answer any questions about our services, changing orders and resolving issues, comments and billing issues.
- **Billing.** Whitsons will provide the City of Wilmington with a weekly invoice for all meals ordered during the previous week.
- **Payment Terms.** Payment terms are 30 days of the date of the invoice. Whitsons reserves the right to charge a service fee of 1.5% for late payments.

Our Ordering Process

"We have found Whitsons to be extremely willing to work with us to accommodate the needs of our delivery system and our clients. The quality of the food is very good; they are receptive to the comments and suggestions made by the recipients; and are quick to respond. They are steadfast in their attention and concern for the needs for those we serve."

- Client Program Director

Menus are approved four weeks prior to service.



Orders are placed week before service via Smart Connect online ordering system.

Confirmation with order details (count, menu items, etc) will sent upon receipt of order.



Change requests can be accommodated with adequate notice.



In emergencies, we can accept cancellations, or provide increased meal supplies for mass feeding.





Meal Preparation & Distribution

We will utilize our climate-controlled, FDA-approved and continuously-inspected Philadelphia culinary center for the manufacturing of all of meals. Fresh meals, such as sandwiches, salads, vegetarian meals and boxed lunches are also prepared at our Philadelphia facility.

PHILADELPHIA CULINARY CENTER

200 Pattison Ave., Philadelphia, PA 19148

Our center in Philadelphia, PA will be used as the distribution site for the City of Wilmington program. Our production facility contains large walk-in refrigerators, freezer and dry storage space.

We have enclosed on the following pages the required Board of Health certificates, FDA Registration, and Inspection reports for our Philadelphia Culinary Center.



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6 %URDG 6W	1R RI 5HS HDW 5LVN) DFWRU	7 LPH
Z ZZ SKLOD JRY GHS DUWP HQWV GHSDU	1 XPEHU RI &	7 LPH

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: KL WRQV) RRG 6HUYL	3 \$77, 621 \$9(: KROW DOH :DUHKF	
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	9LRODWLRQRI &RGHD E'HEULV @EVHUYHG RQ WKHICRRUVWKURXJKRXW WKHIDFLOLV
	1RWH)ORRU FOHDQLQJ DQG RWDLJLQJ QHHGHWKURXJKRXWIDFLOLW 1HZ9LROD
	9LRODWLRQRI &RGH%UPR@P DQG GXVW SDQ ZHUH REVHUYHG VWRUHGGLUHFWO\ RQWK

5 HPD	& RPS OHWHG RQ 6LWH
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< RX DUH UHTXLUHG XQGHU 6HFWLRQ RI WKH 3KLODGHOSKLD +HDOWK &RGH WR FRUHHFW YLRODWLRQV PDI UHWOW LQ WKH UHYRFDWL RQ R \ RXU KHOWK OLFHQV DQGRWKHU OHJDO DFV DQRWKHU OLFHQV IHH \$Q DSSHDO WR WKH RUGHUV PDI EH PDGH WR WKH %RDUG RI /LFH %RXOHYDUG 3KLODGHOSKLD 3\$

3HUVRQ LQ & KDWH L@K DQD , ' DWH

, QVSHFWRU 6QJQDLWEDWH ' DWH

Food Establishment Inspection Report

Facility: WHITSONS FOOD SERVICE Facility ID: 166428
Owner: WHITSONS FOOD SERVICE (BRONX), LLC
Address: 200 PATTISON AVE
City/State: PHILADELPHIA PA
Zip: 19148 **County:** Philadelphia **Region:** Territory 7S
Phone: 2155510500

Insp. ID: 994210
Insp. Date: 5/5/2023
Insp. Reason: Regular
No. of Risk Factors: 0
No. of Repeat Risk Factors: 0
Overall Compliance: IN

Note: The significance of the violation and the risk of food contamination as a result of system failures should be the focus of this inspection. C = Critical | M = Major | m = Minor

IN = In Compliance | OUT = Out of Compliance | N/O = Not Observed | N/A = Not Applicable | COS = Corrected On Site | R = Repeat Violation | YES = Firm seems to be IN | NO = Firm seems to be OUT

QUALIFIED INDIVIDUALS (§117.4)				
1.	Adequate Management- Active Managerial Control - Qualified Supervisors	In		
2.	Assignment or identification of supervisors	In		
3.	Record-keeping	In		
PERSONNEL (§117.10)				
4.	Personnel with illness, sores, infections, etc., restricted from handling food products - Health policy - Restriction/ exclusion	In		
5.	Employees cleanliness and hygiene maintained (outer garments, hair restraints, jewelry, eating/drinking/tobacco use, personal belonging storage, etc.)	In		
6.	Employee hands washed/sanitized - Gloves properly used and maintained	In		
PLANTS & GROUNDS (§117.20)				
7.	Premises free of pest harborages and contamination source - Roads/parking/yards maintained - adequate drainage provided	In		
8.	Waste treatment and disposal properly handled.	In		
9.	Equipment properly stored - litter and waste removed	In		
10.	Plant suitable in size/ construction/ design - Sufficient space provided for production operations - separation of operations	In		
11.	Floors, walls and ceilings: properly constructed, kept clean and maintained	Out	M	
12.	Food, food-contact surfaces and food-packaging materials protected from overhead contamination (pipes, ducts, drip, condensate, etc.)	In		
13.	Adequate ventilation, lighting and screening provided	In		
14.	Food stored in outdoor bulk vessels protected	In		
SANITARY OPERATIONS (§117.35)				
15.	Facility kept clean & in good repair - Adequate sanitation operations & methods	In		
16.	Cleaning compounds, sanitizing agents, pesticide chemicals and other toxic chemicals: safe, properly identified, used and stored	In		
17.	Facility maintained free of insects, rodents, and other pests	In		
18.	Food-contact surfaces cleaned and sanitized at proper frequency- Proper storage of cleaned equipment and utensils	In		
19.	Single service articles: properly stored, handled and disposed	In		
20.	Non-food-contact surfaces kept clean and in good repair	In		
SANITARY FACILITIES & CONTROLS (§117.37)				
21.	Water supply: adequate in quantity & quality; suitable temperature & pressure	In		
22.	Adequate sewage & waste water disposal; proper drainage	In		
23.	Plumbing: adequate in size, construction & design; installed and maintained; backflow prevention provided	In		
24.	Toilet facilities: properly constructed, readily accessible, supplied, kept clean and in good repair	In		
25.	Adequate handwashing facilities provided, supplied and accessible	In		
26.	Garbage & refuse: properly disposed; facilities maintained	In		
EQUIPMENT & UTENSILS (§117.40)				
27.	Utensils and equipment: designed to be cleanable; properly installed, used and maintained	In		
28.	Food-contact surfaces: properly designed (i.e. non-toxic, durable, non-corrosive, smooth), properly used & maintained	In		
29.	Utensils and equipment designed and used in a manner that precludes contamination with lubricants, contaminated water, metal fragments, etc.	In		
30.	Freezers & cold storage areas equipped with appropriate temperature measuring or recording devices	In		
31.	Thermometers, aw, pH meters, chemical testers & other measuring instruments provided, accurate and maintained	In		
32.	Compressed air, steam and other gases contacting food: treated to avoid indirect introduction of contaminants in food	In		
PROCESSES & CONTROLS (§117.80)				
33.	Raw materials & ingredients from identifiable source; approved suppliers	In		
34.	Raw materials and other ingredients received in good condition; at proper temperature; safe and unadulterated	In		
35.	Raw materials and other ingredients: inspected, segregated, properly stored and handled; washed/cleaned or processed/treated when necessary	In		
36.	Adequate process methods & controls: proven, established & implemented (i.e. pasteurization, formulation, cooking, cooling, refrigeration, etc.)	In		
37.	Process controls & parameters: properly monitored & corrected; records kept (i.e. pH, aw, time, temperature, etc.)	In		
38.	Quality control and testing procedures employed where necessary to ensure effectiveness of sanitation and safety of food and food-packaging materials	In		
39.	Food additives: approved and properly used	In		
40.	Proper disposition of returned, reconditioned, recalled and adulterated food; proven methods used	In		
41.	Ice manufactured from potable water; stored & handled in a sanitary manner	In		
42.	TCS ingredients and foods held at proper temperatures throughout the process (incl. thawing); WIP and rework identified & proper handled	In		
43.	Food protected against inclusion of metal or other physical contaminants	In		
WAREHOUSING AND DISTRIBUTION (§117.93)				
44.	Food stored & transported under conditions to prevent allergen cross-contact, contamination/ deterioration of food & its container	In		
45.	Vehicles and transportation equipment properly designed, equipped and maintained in sanitary condition and good repair.	In		
HUMAN FOOD BY-PRODUCT FOR USE AS ANIMAL FOOD (§117.95)				
46.	By-products intended for animal food: properly identified, stored and transported	In		
47.	Shipping containers and vehicles: inspected, clean and maintained	In		
DEFECT ACTION LEVELS AND MIXING OF ADULTERATED FOOD (§117.110)				
48.	Adequate quality control operations employed to reduce natural or unavoidable defects to the lowest level feasible	In		
49.	No mixing of food containing defects that render it adulterated with other lots of unadulterated food to reduce the level of defects	In		



Food Establishment Inspection Report

Facility: WHITSONS FOOD SERVICE Facility ID: 166428
Owner: WHITSONS FOOD SERVICE (BRONX), LLC
Address: 200 PATTISON AVE
City/State: PHILADELPHIA PA
Zip: 19148 County: Philadelphia Region: Territory 7S
Phone: 2155510500

Insp. ID: 994210
Insp. Date: 5/5/2023
Insp. Reason: Regular
No. of Risk Factors: 0
No. of Repeat Risk Factors: 0
Overall Compliance: IN

ALLERGEN CROSS-CONTACT CONTROLS (§117 Subpart B)

- 50. Employees utilize sufficient hygienic practices to prevent allergen cross-contact In
- 51. Proper methods used to prevention against allergen cross-contact including adequate equipment design, equipment cleaning and sanitizing, separation of operations, production schedule, dedicated equipment, material segregation, labeling, etc. In

FOOD IDENTIFICATION AND LABELING (§101)

- 52. Food labels properly present the statement of identity, ingredients statement, net weight, and responsible firm's information In
- 53. Allergenic ingredients properly identified and declared on food product labels In
- 54. Nutrition facts, nutrient content claims, health claims, and other label statements and warnings presented appropriately on food product labels In
- 55. Facility utilizes a lot coding/dating system for proper product tracking and recalling In

CONFORMANCE WITH SPECIALIZED PROCESS REGULATIONS ()**

- 56. Facility complies with the specialized process regulations as appropriate (i.e. Juice/Seafood HACCP, Acidified & LACF, PCHF, etc.) - (**) Complete specialized IR addendum when warranted In

LIMITED SCOPE PREVENTIVE CONTROLS QUESTIONS (§117 Subparts C&G)

- 57. Hazard Analysis conducted and written?
- 58. Preventive Controls: identified established and written? - (i.e. process controls, sanitation controls, allergen controls, and supply chain program)
- 59. Food Safety Plan (FSP): developed, written and complete? - (i.e. procedures for monitoring, CA, verification, and validation)
- 60. Preventive Controls: implemented and records kept?
- 61. Recall Plan: proper procedures established and written?
- 62. Food Safety Plan development and its implementation overseen by a PCQI?

Visit Date	Person In Charge	Person In Charge Signature	Sig. Date	Sanitarian	Sanitarian Signature	Sig. Date	Time In	Time Out
5/5/2023	Christa Ferrante	<i>CFerrante</i>	5/5/2023	Peter Palermo		5/5/2023	9:00 AM	10:30 AM

OBSERVATIONS AND CORRECTIVE ACTIONS

Violations cited in this report must be corrected within the timeframes below

Item Number	Violation of Code	Comment	Correct By Date	Repeat Violation
11.	11-117.20(b) (4)	Floor throughout is brokenvand no longer smooth, tight, and easy to clean. A previous violation.	5/19/2023	

PUBLISHED COMMENTS

Updated information in PAFS system - new owner.
Firm is warehouse for ipre-packaged TCS and non-TCS for schoolfood programs.
Reviewed and evaluated the firm's sanitation control procedures, implementation and monitoring records for the applicable key areas including: safety of water, 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 report with manager and will provide report copy via email. This report serves as the temporary registration, until the permanent registraion is received in the mail. Registration will be processed after receipt of registration fee.
Concerns to be addressed as noted. Floor deteriorated in several areas, and is no longer cleanable.
Firm will mail registration fee to RO.



Date:12/14/2022 15:57:36

Created Date

2022-06-16 11:50:52.0

Created by

whi1967

Registration Expiration Date

2024-12-31

Registration Renewed Date

2022-12-09

Last Updated

2022-12-14

Registration Status Reason

Biennial Registration Renewal - 2022

Registration Status

VALID

Is this facility engaged in the manufacturing/processing, packing, or holding of food for human or animal consumption in the United States?

Yes No

Section 1: Type of Registration

Facility Location: **Domestic Registration**

UPDATE OF REGISTRATION INFORMATION:

Registration Number: **19893207048**

Are you the new owner of a previously registered facility?

Yes No

Previous Owner's Title:

Previous Owner's Name: **Rhonda Hedding**

Previous Owner's Registration Number: **11314407538**



Section 2: Facility Name/Address Information

Facility Name

Whitsons Food Service (Bronx)

Telephone Number

001 631 4242700 241

Facility Name Suffix

Limited Liability Corporation

Fax Number

Facility Street Address, Line 1

200 Pattison Ave

E-Mail Address

zhangd@whitsons.com

Facility Street Address, Line 2

Unique Facility Identifier (UFI)

City

Philadelphia

State/Province/Territory

Pennsylvania

Zip Code (Postal Code)

19148

Country/Area

UNITED STATES



Section 3: Preferred Mailing Address Information



Complete this section if different from Section 2 Facility Name/Address Information (OPTIONAL)

Is the preferred mailing address the same as the facility address (Section 2)? No

Name	Telephone Number
Whitsons Food Service (Bronx)	001 631 4242700 241
Address, Line 1	Fax Number
1800 Motor Pkwy	
Address, Line 2	E-Mail Address
	zhangd@whitsons.com
City	
Islandia	
State/Province/Territory	
New York	
Zip Code (Postal Code)	
11749	
Country/Area	
UNITED STATES	

Section 4: Parent Company Name/Address Information

(If applicable and if different from Sections 2 and 3). If information is the same as another section, check which section:

- Same as Facility Address (Section 2)
- Same as Preferred Mailing Address (Section 3)
- None of the above

Company Name	Telephone Number
Whitsons Food Service (Bronx)	001 631 4242700 241
Company Name Suffix	Fax Number
Limited Liability Corporation	
Address, Line 1	E-Mail Address
1800 Motor Parkway	zhangd@whitsons.com
Address, Line 2	
City	
Islandia	
State/Province/Territory	
New York	
Zip Code (Postal Code)	
11749	
Country/Area	
UNITED STATES	

Section 5: Facility Emergency Contact Information

If information is the same as another section, check which section:



Same as Facility Address (Section 2)

None of the above

Individual's Title (Optional)

Mr

Emergency Contact Phone

001 631 3369704

Individual's Name (Optional)

Paul

E-Mail Address

burnupp@whitsons.com

Individual's Middle Name (Optional)

Job Title (Optional)

COO

Individual's Last Name (Optional)

Burnup

Section 6: Trade Names

(If this facility uses trade names other than that listed in Section 2 above, list them below (e.g., "Also doing business as," "Facility also known as"))

Are there alternate trade names used by your facility in addition to the name provided in **Section 2: Facility Name/Address Information**?

Yes

No

Section 7: United States Agent

(To be completed by facilities located outside any state or territory of the United States, District of Columbia, or The Commonwealth of Puerto Rico)

First Name

-N/A-

Emergency Contact Phone

-N/A-

Middle Name (Optional)

-N/A-

Fax Number

-N/A-

Last Name (Optional)

-N/A-

E-Mail Address

-N/A-

Title (Optional)

-N/A-

Address, Line 1

-N/A-

Address, Line 2

-N/A-

City

-N/A-

State/Province/Territory

-N/A-

Zip Code (Postal Code)

-N/A-

Country/Area

-N/A-

Section 8: Seasonal Facility Dates of Operation (Optional)



To be completed by all food facilities. Please see instructions for further examples. IF NONE OF THE MANDATORY CATEGORIES BELOW APPLY, SELECT BOX 37	Ambient Food Storage Warehouse / Holding Facility (e.g., storage facilities, including storage tanks, grain elevators)	Refrigerated Food Storage Warehouse / Holding Facility (e.g., storage facilities, including storage tanks)	Frozen Food Storage Warehouse / Holding Facility (e.g., storage facilities)	Acidified Food Process or	Low-Acid Food Process or	Interstate Conveyance Caterer / Catering Point	Contract Sterilizer	Labeler / Relabeler	Manufacturer / Processor	Packer / Repacker	Salvage Operator (Reconditioner)	Farm Mixed-Type Facility	Other Activity Conducted (Please Specify)
c. Other Vegetable and Vegetable Products	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34. VEGETABLE OILS (INCLUDES OLIVE OIL) ^{(21) CFR 170.3 (n) (12)}	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35. VEGETABLE PROTEIN PRODUCTS (SIMULATED MEATS) ^{(21) CFR 170.3 (n) (33)}	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36. WHOLE GRAINS, MILLER GRAIN PRODUCTS (FLOURS), OR STARCH ^{(21) CFR 170.3 (n) (1), (23)}	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section 10: Owner, Operator, or Agent-in-Charge Information

Provide the following information, if different from all other sections on the form. If information is the same as another section of the form, check which section:

If information is the same as Section 2, check the box:

- Section 2 - Facility Address Information
- Section 3 - Preferred Mailing Address Information
- Section 4 - Parent Company Address Information
- Section 7 - US Agent Address Information
- None of the above

Name of Entity or Individual Who is the Owner, Operator, or Agent-in-Charge: Paul Burnup

Address, Line 1
 1800 Motor Pkwy.

Telephone Number
 001 631 4242700 238



Address, Line 2

Fax Number

City

E-Mail Address

Islandia

burnupp@whitsons.com

State/Province/Territory

New York

Zip Code (Postal Code)

11749

Country/Area

UNITED STATES

Section 11: Inspection Statement

FDA will be permitted to inspect the facility at the time and in the manner permitted by the Federal Food, Drug, and Cosmetic Act.

Section 12: Certification Statement

The owner, operator, or agent-in-charge of the facility, or an individual authorized by the owner, operator, or agent-in-charge of the facility, must submit this form. By submitting this form to FDA, or by authorizing an individual to submit this form to FDA, the owner, operator, or agent-in-charge of the facility certifies that the above information is true and accurate. An individual (other than the owner, operator or agent-in-charge of the facility) who submits the form to the FDA also certifies that the above information submitted is true and accurate and that he/she is authorized to submit the registration on the facility's behalf. An individual authorized by the owner, operator, or agent-in-charge must below identify by name the individual who authorized submission of the registration. Under 18 U.S.C 1001, anyone who makes a materially false, fictitious, or fraudulent statement to the U.S. Government is subject to criminal penalties.

NAME OF PERSON SUBMITTING THIS REGISTRATION FORM: Dora Zhang

CHECK ONE BOX

- A. INDIVIDUAL ASSOCIATED WITH THE INFORMATION IN SECTION 10 (STOP HERE, FORM IS COMPLETED)
- B. ANOTHER AUTHORIZED INDIVIDUAL

Address Information for the Authorizing Individual:

Same as Section 10

Individual's Name

Telephone Number

Dora Zhang

001 631 4242700 241

Address, Line 1

Fax Number

1800 Motor Pkwy.

Address, Line 2

E-Mail Address

zhangd@whitsons.com

City

Islandia

State/Province/Territory

New York

Zip Code (Postal Code)

11749

Country/Area

UNITED STATES



FDA

**U.S. FOOD & DRUG
ADMINISTRATION**

CENTER FOR FOOD SAFETY & APPLIED NUTRITION





During the COVID-19 pandemic, we partnered with NYC OEM to provide 200,000 multi-day fresh and shelf-stable emergency meal boxes to homebound people and food distribution centers throughout New York City; worked with the USDA Farmers to Families Food Boxes (FFFB) program, to provide over 33 million pounds of food, shipped out over 1,650 truckloads of meals and traveled over 100,000 miles to help feed 1.1 million families throughout the northeast; and continued to provide nutritious meals for families in the school communities that we serve.

In-time Delivery Assurance

SERVICE CONTINUITY

Whitsons takes precautions with all of its clients to ensure uninterrupted service. To prevent the occurrence of a shortage, we verify meal counts with our clients, and run a quality check prior to delivery to ensure the accurate amount of meals are on the truck.

Our second method of prevention is to prepare extra meals each day to have on hand in case of any type of emergency or shortage. Third, we have extra vehicles ready so we can quickly respond by sending out another driver and/or vehicle to deliver meals on a timely basis to minimize the risk of interrupted service.

EMERGENCY SERVICES

Whitsons has the resources and experience to handle many emergency situations, providing continued service to your clients. We have provided 24-hour dining services in all types of situations, such as national emergencies (i.e. the recent COVID-19 pandemic), strikes, natural disasters, man-made disasters, equipment failures, building damage and power outages.

We operate seven culinary centers (five of which are production facilities), as well as numerous kitchen resources) across twelve states. We also have sophisticated generator back-up systems for emergency situations that may arise where there is a loss of power—no matter what the situation, you can be certain your clients will receive their meals without interruption of service.



Nutritionally Balanced Meals

We carefully plan our menus to not only be nutritious, but also to provide a wide variety of delicious, high quality, homestyle meals that appeal to a range of tastes and ethnic backgrounds.

WHOLESOME INGREDIENTS

We serve high quality, nutritious food using wholesome ingredients and preparing our food in small batches. By cooking small amounts throughout the day, our meals remain fresh.

MENUS

We have the ability to prepare and deliver meals in accordance with all bid specifications. We will follow the menu as provided by City of Wilmington; however, we would be happy to support you in the development of your future menus. As culinary professionals with a research and development team, Whitsons offers a wide variety of delicious meal options from which to build customer menus. These meals have been vetted by our team of on-site Registered Dietitians to ensure they meet or exceed HHFKA requirements, and would be developed to align with your current program specifications. All menu changes or additions will be subject to approval by City of Wilmington.

SPECIAL DIETS

Whitsons is experienced and fully capable of meeting a number of special dietary needs, including for religious reasons, such as Kosher. We are also capable of offering meals to accommodate major food allergies and certain medical conditions, such as diabetes, hypertension, lactose-intolerance, etc. to include low sodium and low fat diets, as needed. Any special dietary requests would need to be developed in conjunction with our nutrition and research and development departments. Additional costs may apply.

ON THE FOLLOWING PAGES ARE SAMPLE MENUS.

“Whitsons offers a variety of meals and attractive settings for food distribution to our clients and listens to feedback to accommodate tastes and favorites, all while maintaining the rigorous federal and state guidelines.”

- Client Program Director

Meal Plan Week 1

Wk 1	Monday	Tuesday	Wednesday	Thursday	Friday
M/MA (2 oz Daily Min)	Chicken Meatballs with Tomato Sauce & Low-Fat Mozzarella Cheese	Chicken Mole w/ Brown Rice Pilaf	WG Chicken Fingers w/ Ketchup	Vegetarian Chili	Home Style Macaroni & Low-Fat Cheese
Grain (1 oz Daily Min)	2.4 oz WW Sub	1/2 C Brown Rice Pilaf	(CN Labeled WG Breading)	(1/2 C WG Brown Rice)	(1/2 Cup WG Macaroni)
Veg (1/2 Cup)	1/2 c-Italian Vegetables	1/2 c-Green Peas	1/2 c-Corn	1/2 c-Green Beans	1/2 c-Broccoli
Fruit (1/2 cup)	1/2 c-Raisins	1/2c- Pears	1/2 c-Apple	1/2 c-Pineapple Cup	1/2c- Pears
Milk (8oz)	1% Milk	1% Milk	1% Milk	1% Milk	1% Milk
M/MA (2 oz Daily Min)	CN Labeled Cheese Ravioli's with Tomato Sauce	Spanish Rice & Beans	Falafel Nuggets	WG Penne w/ Tomato Sauce & Low-Fat Mozzarella & Ricotta Cheese	Chicken Meatballs with Swedish Sauce
Grain (1 oz Daily Min)	(CN Labeled Ravioli Pasta)	(1/2 Cup WG Spanish Rice)	WW Bread Slice	(1/2 C WG Penne)	1/2 Cup Noodles
Veg (1/2 Cup)	1/2 c-Italian Vegetables	1/2 c-Plantains	1/2 c-Corn	1/2 c-Italian Vegetables	1/2c-Broccoli
Fruit (1/2 cup)	1/2 c-Raisins	1/2c- Pears	1/2 c-Apple	1/2 c-Pineapple Cup	1/2c- Pears
Milk (8oz)	1% Milk	1% Milk	1% Milk	1% Milk	1% Milk
Grain or M/MA (1 serving, min)	WG Tostitos	WG Cheez-its	WG Pretzels	String Cheese	WG Graham Crackers
Fruit/Vegetable (3/4 cup min)	100% Apple Juice	String Cheese	100% Orange Juice	100% Fruit Punch Blend	100% Orange Juice

CAESP Week 2

Wk 2	Monday	Tuesday	Wednesday	Thursday	Friday
M/MA (2 oz Daily Min)	WG Chicken Bites	Turkey Chili	CN Labeled Cheese Ravioli's with Tomato Sauce	BBQ Chicken	WG Penne w/ Tomato Sauce & Low-Fat Mozzarella & Ricotta Cheese
Grain (1 oz Daily Min)	(CN Labeled Breading)	WW Bread Slice	(CN Labeled Ravioli Pasta)	(CN Labeled 1 Grain Breading)	(1/2 C WG Penne)
Veg (1/2 Cup)	1/2 c-Roasted Potatoes	1/2 c-Mixed Vegetables	1/2 c-Italian Vegetables	1/2 c-Sweet Mashed Potatoes	1/2 c-Italian Vegetables
Fruit (1/2 cup)	1/2 c-Applesauce	1/2 c-Apple	1/2 c-Raisins	1/2 c-Orange	1/2 c-Pear
Milk (8oz)	1% Milk	1% Milk	1% Milk	1% Milk	1% Milk
M/MA (2 oz Daily Min)	Falafel Nuggets	Spanish Rice & Beans	Chicken & Vegetable Dumplings	Home Style Macaroni & Low-Fat Cheese	WG Penne Beef Meat Sauce
Grain (1 oz Daily Min)	WW Bread Slice	(1/2 Cup WG Spanish Rice)	(CN Labeled Dumpling Wrap)	(1/2 Cup WG Macaroni)	(1/2 C WG Penne)
Veg (1/2 Cup)	1/2 c-Corn	1/2 c-Plantains	1/2 c-Green Beans	1/2 c-Broccoli	1/2 c-Italian Vegetables
Fruit (1/2 cup)	1/2 c-Applesauce	1/2 c-Apple	1/2 c-Raisins	1/2 c-Orange	1/2 c-Pear
Milk (8oz)	1% Milk	1% Milk	1% Milk	1% Milk	1% Milk
Grain or M/MA (1 serving, min)	WG Pretzels	WG Graham Crackers	WG Banana Muffin	WG Pretzels	WG Tositos
Fruit/Vegetable (3/4 cup min)	100% Apple Juice	100% Orange Juice	100% Fruit Juice	Cheese Stick	100% Orange Juice

Recipe Week 3

Wk 3	Monday	Tuesday	Wednesday	Thursday	Friday
M/MA (2 oz Daily Min)	Beef Burger w/ Ketchup	Chicken Meatballs with Tomato Sauce	Chicken Alfredo	Meatloaf w/ Gravy	Cheese Pizza
Grain (1 oz Daily Min)	2 oz WW Bun	1/2 Cup WG Pasta	1/2 Cup WG Penne	1 oz WW Bread Slice	(CN Labeled Crust)
Veg (1/2 Cup)	1/2 c-Green Beans	1/2 c-Italian Vegetable	1/2 c-Broccoli	1/2 c-Mashed Potatoes	Garden Salad (1/2 DG, 1/4 R/O) w/ Ranch Dressing
Fruit (1/2 cup)	1/2 c-Pear	1/2 c-Orange	1/2 c-Peach Cup	1/2 c-Pineapple Cup	1/2 c-Raisins
Milk (8oz)	1% Milk	1% Milk	1% Milk	1% Milk	1% Milk
M/MA (2 oz Daily Min)	Spanish Rice & Beans	Falafel Nuggets	Home Style Macaroni & Low-Fat Cheese	CN Labeled Cheese Ravioli's with Tomato Sauce	Cheese Pizza
Grain (1 oz Daily Min)	(1/2 Cup WG Spanish Rice)	WW Bread Slice	(1/2 Cup WG Macaroni)	(CN Labeled Ravioli Pasta)	(CN Labeled Crust)
Veg (1/2 Cup)	1/2 c-Plantains	1/2 c-Corn	1/2 c-Broccoli	1/2 c-Italian Vegetables	Garden Salad (1/2 DG, 1/4 R/O) w/ Ranch Dressing
Fruit (1/2 cup)	1/2 c-Pear	1/2 c-Orange	1/2 c-Peach Cup	1/2 c-Pineapple Cup	1/2 c-Raisins
Milk (8oz)	1% Milk	1% Milk	1% Milk	1% Milk	1% Milk
Grain or M/MA (1 serving, min)	WG Sunchips	WG Graham Crackers	WG Blueberry Muffin	WG Quaker Chewy Bar	WG Cheez-its
Fruit/Vegetable (3/4 cup min)	100% Fruit Punch Blend	6 oz- 100% Orange Juice	String Cheese	100% Fruit Juice	6 oz- 100% Fruit Juice

Meal Plan Week 4

Wk 4	Monday	Tuesday	Wednesday	Thursday	Friday
M/MA (2 oz Daily Min)	Chicken Parmesan	Spanish Rice & Beans	Salisbury Steak	Caribbean Pineapple Chicken	Turkey Fajita
Grain (1 oz Daily Min)	(CN Labeled WG Breading)	(1/2 Cup WG Spanish Rice)	2 oz WW Bun	Brown Rice	Brown Rice
Veg (1/2 Cup)	1/2 c Green Beans	1/2 c-Plantains	1/2 c-Roasted Potatoes	1/2 c-Carrots	1/2 c-Corn
Fruit (1/2 cup)	1/2 c-Apple Sauce	1/2 c-Orange	1/2 c-Peach Cup	1/2 c-Pineapple Cup	1/2 c-Pear
Milk (8oz)	1% Milk	1% Milk	1% Milk	1% Milk	1% Milk
M/MA (2 oz Daily Min)	WG Penne w/ Tomato Sauce & Low-Fat Mozzarella Cheese	WG Chicken Fingers w/ Ketchup	Falafel Nuggets	Home Style Macaroni & Low-Fat Cheese	Cheese Pizza
Grain (1 oz Daily Min)	(1/2 C WG Penne)	(CN Labeled WG Breading)	WW Bread Slice	(1/2 Cup WG Macaroni)	(CN Labeled Crust)
Veg (1/2 Cup)	1/2 c-Italian Vegetables	1/2 c- Corn	1/2 c-Corn	1/2 c-Broccoli	Garden Salad (1/2 DG, 1/4 R/O) w/ Ranch Dressing
Fruit (1/2 cup)	1/2 c-Apple Sauce	1/2 c-Orange	1/2 c-Peach Cup	1/2 c-Pineapple Cup	1/2 c-Pear
Milk (8oz)	1% Milk	1% Milk	1% Milk	1% Milk	1% Milk
Grain or M/MA (1 serving, min)	WG Graham Crackers	WG Doritos Cool Ranch	WG Cheez-its	WG Apple Muffin	WG Pretzels
Fruit/Vegetable (3/4 cup min)	6 oz-100% Fruit Juice	6 oz- 100% Orange Juice	6 oz- 100% Fruit Juice	String Cheese	Sunbutter

Summer Program Week 1

Wk 1	Monday	Tuesday	Wednesday	Thursday	Friday
Grain (Daily 1 oz eq min)	Cherry Cocoa Bar (1G)	Rice Chex (1G)	Cinnamon Raisin Bagel (2G) Butter	Banana Muffin (1 Grain)	Blueberry Muffin (1 Grain)
Juice/Fruit/ (1/2 cup min)	100% Orange Juice	100% Apple Juice	100% Fruit Juice	100% Fruit Juice	100% Fruit Juice
Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)
M/M/MA (2 oz Daily Min)	Sunbutter & Jelly (1M/MA) & String Cheese (1M/MA)	Chicken Breast (2M/MA)	Build Your Pizza- Shredded Mozzarella Cheese 2M/MA)	Chicken Salad Sandwich (2M/MA)	Turkey-Ham & Cheese Sandwich (2M/MA)
Grain (1 oz Daily Min)	(1.5 WGR Bread)	(2 WGR Boil)	Pita Bread (1 WGR)	(2 WGR Bread)	(2 WGR Bread)
Fruit/Veg (3/4 Cup)	Baby Carrots (1/2 cup R/O)	Baby Carrots (1/2 cup R/O)	Marinara Cup (1/2 cup R/O)	Garden Salad (3/4 DG, 1/4 R/O) w/ Ranch Dressing	Sun Splash Veg Juice (1/2 R/O Juice)
Milk (8oz)	Diced Peaches (1/2 Cup)	Cupped Pineapple (1/2 Cup)	Fresh Orange (1/2 cup)	Fresh Pear (1/2 Cup)	Applesauce (1/2 Cup)
	Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)
M/M/MA (2 oz Daily Min)	Chicken Meatballs with Tomato Sauce & Low-Fat Mozzarella Cheese	Chicken Mole w/ Brown Rice Plaf	WG Chicken Fingers w/ Ketchup	WG Penne Beef Meat Sauce	Home Style Macaroni & Low-Fat Cheese
Grain (1 oz Daily Min)	2.4 oz WW Sub	1/2 C Brown Rice Plaf	(CN Labeled WG Breeding)	(1/2 C WG Penne)	(1/2 Cup WG Macaroni)
Fruit/Veg (3/4 Cup)	1/2 c-Italian Vegetables	1/2 c-Green Peas	1/2 c-Corn	1/2 c-Italian Vegetables	1/2 c-Broccoli
	1/2 c-Raisins	1/2c- Pears	1/2 c-Apple	1/2 c-Pineapple Cup	1/2c- Pears
Milk (8oz)	1% Milk	1% Milk	1% Milk	1% Milk	1% Milk

Summer Program Week 2

Wk 2	Monday	Tuesday	Wednesday	Thursday	Friday
Grain (Daily 1 oz eq min)	Mlti-Grain Cheerios (1G)	Corn Muffin (1 Grain)	Cherry Cocoa Bar (1G)	Cheerios (1G)	Mult-Grain Flakes (1 Grain)
Juice/Fruit/ (1/2 cup min)	100% Orange Juice	Fresh Apple	100% Orange Juice	100% Grape Juice	100% Grape Juice
Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)
M/M/MA (2 oz Daily Min)	Strawberry Yogurt & Mozzarella String Cheese (2M/MA)	Egg Salad Sandwich (2M/MA)	Turkey-Bologna & Cheese Sandwich (2M/MA)	Mozzarella Cheese Sticks (2M/MA)	Turkey & Cheese Sandwich (2M/MA)
Grain (1 oz Daily Min)	Graham Crackers (1 WGR)	(2 WGR Bread)	1W Bun (2 WGR)	WW Honey Bagel w/ Butter (2 WGR Bread)	(2 WGR Bread)
Fruit/Veg (3/4 Cup)	Baby Carrots (1/2 cup R/O)	Potato Salad (1/2 Cup Strachy)	Baby Carrots (1/2 cup R/O)	Garden Salad (3/4 DG, 1/4 R/O) w/ Ranch Dressing	Sun Splash Veg Juice (1/2 R/O Juice)
Milk (8oz)	Applesauce (1/2 cup)	Diced Peaches (1/2 Cup)	Fresh Apple (1/2 Cup)	Cupped Pineapple(1/2 Cup)	Fresh Orange (1/2 Cup)
M/M/MA (2 oz Daily Min)	WG Chicken Bites	Beef Chili	CN Labeled Cheese Ravioli's with Tomato Sauce	Chicken Strips w/ Honey Mustard	Chicken Meatballs with Swedish Sauce
Grain (1 oz Daily Min)	(CN labeled Breading)	WW Bread Slice	(CN Labeled Ravioli Pasta)	1 oz WW Bread Slice	1/2 Cup Noodles
Fruit/Veg (3/4 Cup)	1/2 c-Roasted Potatoes	1/2 c-Mixed Vegetables	1/2 c-Italian Vegetables	1/2 c-Green Beans	1/2c-Broccoli
Milk (8oz)	1/2 c-Applesauce	1/2 c-Apple	1/2 c-Raisins	1/2 c-Orange	1/2 c-Pear
	1% Milk	1% Milk	1% Milk	1% Milk	1% Milk

Summer Program Week 3

WK 3	Monday	Tuesday	Wednesday	Thursday	Friday
Grain (Daily 1 oz eq min)	Cherry Cocoa Bar (1G)	Rice Chex (1G)	Cinnamon Raisin Bagel (2G) Butter	Banana Muffin (1 Grain)	Blueberry Muffin (1 Grain)
Juice/Fruit/ (1/2 cup min)	100% Orange Juice	100% Apple Juice	100% Fruit Juice	100% Fruit Juice	100% Fruit Juice
Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)
M/MA (2 oz Daily Min)	Sunbutter & Jelly (1M/MA) & String Cheese (1M/MA)	Chicken Breast (2M/MA)	Build Your Pizza- Shredded Mozzarella Cheese 2M/MA)	Chicken Salad Sandwich (2M/MA)	Turkey-Ham & Cheese Sandwich (2M/MA)
Grain (1 oz Daily Min)	(1.5 WGR Bread)	(2 WGR Roll)	Pita Bread (1 WGR)	(2 WGR Bread)	(2 WGR Bread)
Fruit/Veg (3/4 Cup)	Baby Carrots (1/2 cup R/O) Diced Peaches (1/2 Cup)	Baby Carrots (1/2 cup R/O) Cupped Pineapple(1/2 Cup)	Marinara Cup (1/2 cup R/O) Fresh Orange (1/2 cup)	Garden Salad (3/4 DG, 1/4 R/O) w/ Ranch Dressing Fresh Pear (1/2 Cup)	Sun Splash Veg Juice (1/2 R/O Juice) Applesauce (1/2 Cup)
Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)
M/MA (2 oz Daily Min)	Beef Burger w/ Ketchup	Falafel Nuggets	Chicken Alfredo	BBQ Chicken	Cheese Pizza
Grain (1 oz Daily Min)	2 oz WW Bun	WW Bread Slice	1/2 Cup WG Penne	(CN Labeled 1 Grain Breading)	(CN Labeled Crust)
Fruit/Veg (3/4 Cup)	1/2 c-Green Beans	1/2 c-Corn	1/2 c-Broccoli	1/2 c-Sweet Mashed Potatoes	Garden Salad (1/2 DG, 1/4 R/O) w/ Ranch Dressing
Milk (8oz)	1/2 c-Pear 1% Milk	1/2 c-Orange 1% Milk	1/2 c-Peach Cup 1% Milk	1/2 c-Pineapple Cup 1% Milk	1/2 c-Raisins 1% Milk

Summer Program Week 4

	Monday	Tuesday	Wednesday	Thursday	Friday
Wk 4					
Grain (Daily 1 oz eq min)	Mlti-Grain Cheerios (1G)	Corn Muffin (1 Grain)	Cherry Cocoa Bar (1G)	Cheerios (1G)	Mult-Grain Flakes (1 Grain)
Juice/Fruit/ (1/2 cup min)	100% Orange Juice	Fresh Apple	100% Orange Juice	100% Grape Juice	100% Grape Juice
Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)
M/MA (2 oz Daily Min)	Strawberry Yogurt & Mozzarella String Cheese (2M/MA)	Egg Salad Sandwich (2M/MA)	Turkey-Bologna & Cheese Sandwich (2M/MA)	Mozzarella Cheese Sticks (2M/MA)	Turkey & Cheese Sandwich (2M/MA)
Grain (1 oz Daily Min)	Graham Crackers (1 WGR)	(2 WGR Bread)	IW Bun (2 WGR)	WW Honey Bagel w/ Butter (2 WGR Bread)	(2 WGR Bread)
Fruit/Veg (3/4 Cup)	Baby Carrots (1/2 cup R/O)	Potato Salad (1/2 Cup Strachy)	Baby Carrots (1/2 cup R/O)	Garden Salad (3/4 DG, 1/4 R/O) w/ Ranch Dressing	Sun Splash Veg Juice (1/2 R/O Juice)
Milk (8oz)	Applesauce (1/2 cup)	Diced Peaches (1/2 Cup)	Fresh Apple (1/2 Cup)	Cupped Pineapple (1/2 Cup)	Fresh Orange (1/2 Cup)
	Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)	Milk (8oz)
M/MA (2 oz Daily Min)	Chicken Parmesan	Spanish Rice & Beans	Salisbury Steak	Caribbean Pineapple Chicken	Meatloaf w/ Gravy
Grain (1 oz Daily Min)	(CN Labeled WG Breeding)	(1/2 Cup WG Spanish Rice)	2 oz WW Bun	Brown Rice	1 oz WW Bread Slice
Fruit/Veg (3/4 Cup)	1/2 c-Green Beans	1/2 c-Plantains	1/2 c-Roasted Potatoes	1/2 c-Carrots	1/2 c-Mashed Potatoes
	1/2 c-Apple Sauce	1/2 c-Orange	1/2 c-Peach Cup	1/2 c-Pineapple Cup	1/2 c-Pear
Milk (8oz)	1% Milk	1% Milk	1% Milk	1% Milk	1% Milk

Delivery Management Plan



SOPHISTICATED FLEET SYSTEM

All meals for City of Wilmington will be transported in our temperature-controlled vehicles to maintain the quality of both frozen and fresh food components. Each also includes a GPS system for efficient navigation and real-time tracking, as well as reverse-gear warning signals.



DELIVERY SCHEDULE

Meals will be distributed from our Philadelphia Culinary Center, located only 30 miles away. For the City of Wilmington CACFP, we will be delivering meals 5 days per week to One (1) center.

For the City of Wilmington SFSP program, we will be delivering meals 5 days per week to 11 locations; Ten locations and One (1) trailer.

Whitsons will consult with the City of Wilmington to assemble a final 2-hour window delivery schedule for all locations based on accessibility, traffic, and other issues. We will conduct practice runs for each route, as applicable, prior to service.



SHIPPING AND HANDLING METHODS

On the day prior to the scheduled delivery date, our team will print sales orders for each individual location and organize them by route for delivery. Each delivery will be accompanied by a Daily Food Report (DFR), which requires a signature by the receiving site to confirm meal quantities and temperatures, as well as document delivery questions.



RECONCILING DELIVERIES

Once a delivery arrives, the driver will meet the on-site program lead, who will verify food temperature and items delivered on the delivery receipt. If it is discovered that some meal(s) are damaged or missing, the driver will alert the distribution center of the problem. One of the reserve drivers is then dispatched to replace the meal on the same day to ensure no disruption of service. Order counts are adjusted in our system based on the signed delivery ticket, and the account is credited for any returned meals.



DRIVERS

All of our drivers maintain current licenses, current medical cards, have safe driving records, are approved by our insurance carrier as safe drivers, and most have CDL licenses. As part of our training requirement, each driver receives training in HACCP and Safe Food Handling.



ROUTE MANAGEMENT PERSONNEL

In addition to expert drivers cross-trained on all routes, our operations manager will ensure timely deliveries through the proper staffing, scheduling and production/shipping plans. Additionally, all back up drivers receive the same training in the event of an absenteeism or emergency.



COMMUNICATION SYSTEM

Whitsons offers multiple points of contact and on-call representatives. Drivers are equipped with hands-free compatible cell phones, and communicate directly with our central dispatcher. Our manager coordinates all deliveries, and is on call to ensure timely and satisfactory service. In instances in which the manager may be unavailable, our culinary center plant manager will serve as our back-up contact.



VEHICLE CONTINGENCY PLAN

Considering potential challenges, such as a driver who is unable to work, or the need to replace a vehicle that has become inoperable, our contingency plan includes additional delivery vehicles and drivers to fill in when necessary. We also have an agreement with both Ryder and Penske to provide replacement and/or loaner vehicles should the need arise.



VEHICLE MAINTENANCE

We require our drivers and fleet supervisors to maintain vehicles on a regular basis through routine odometer tracking, individual vehicle service management plans, and attending immediately to any repairs or concerns as needed. Our vehicles are also cleaned and sanitized after each use to ensure the continued safety of our delivered meals.

Executive Management Team

PAUL BURNUP, CHIEF OPERATIONS OFFICER OF PREPARED MEALS

As COO of Whitsons' Prepared Meals division, Paul provides leadership and direction for this business segment. He is directly responsible for the supervision of our culinary center operations, where he works with our entire team to ensure the success of our program, both financially and qualitatively. He also manages and oversees our culinary rethermalization depots, as well as works with the management team to ensure proper and timely delivery of all products and meals.

KIM PARKER REGIONAL DIRECTOR OF CUSTOMER EXPERIENCE

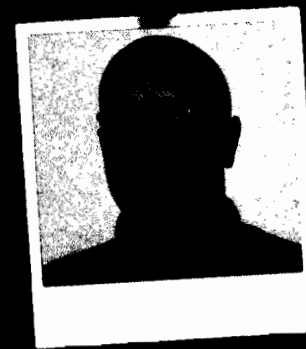
Kim has 20+ years of food service experience in events and K-12 markets, with an extensive background in sales, operations, quality customer service and financial forecasting. As the Regional Director of Customer Experience for Prepared Meals, she manages and directs our team of Customer Success Managers and the Customer Experience Team.

KATHERINE BARFUSS, RD, VP OF NUTRITION/REGIONAL REGISTERED DIETITIAN

Katherine Barfuss is a full-time Registered Dietitian for Whitsons, developing and analyzing recipes and client menus at multiple accounts to ensure nutritional compliance. She has a vast knowledge of nutrition, with 16 years of experience as a nutritionist and 11 years as a purchasing specialist. She also has experience as both a bariatric dietitian and registered dietitian, with skills ranging from menu planning, nutrition education and evaluation, to commodity utilization, facilitation and measurement of success. She is certified as a R.D. from the American Dietetic Association and is also ServSafe certified.

PETER JOHNSON, DIRECTOR OF CULINARY

Peter is the executive chef for Whitsons' state-of-the-art Islandia Culinary Center, where he oversees the quality control of all meals, from taste and texture to preparation and packaging. As head of our Research and Development team, he works with our team of culinary specialists to create new meal programs and recipes. In addition, he ensures a clean and efficient manufacturing plant, manages food and labor costs, and oversees staff management, client relations and meal preparation.





City of Wilmington Support Team

Whitsons has a strong support structure with the various levels of management necessary to operate a complex, multi-service operation. The professionals assigned to City of Wilmington will be directly accountable for our services to you, and are trained and certified in accordance with ServSafe and HACCP's stringent standards.

"We have enjoyed a remarkable relationship with Whitsons for nearly 20 years. Our interactions with Whitsons' staff, from delivery drivers to dispatchers, from food production managers to corporate headquarters have always been respectful, supportive, and flexible. They are committed and collectively focused on providing nutritious, high quality food for our clients."

- Client Program
Director

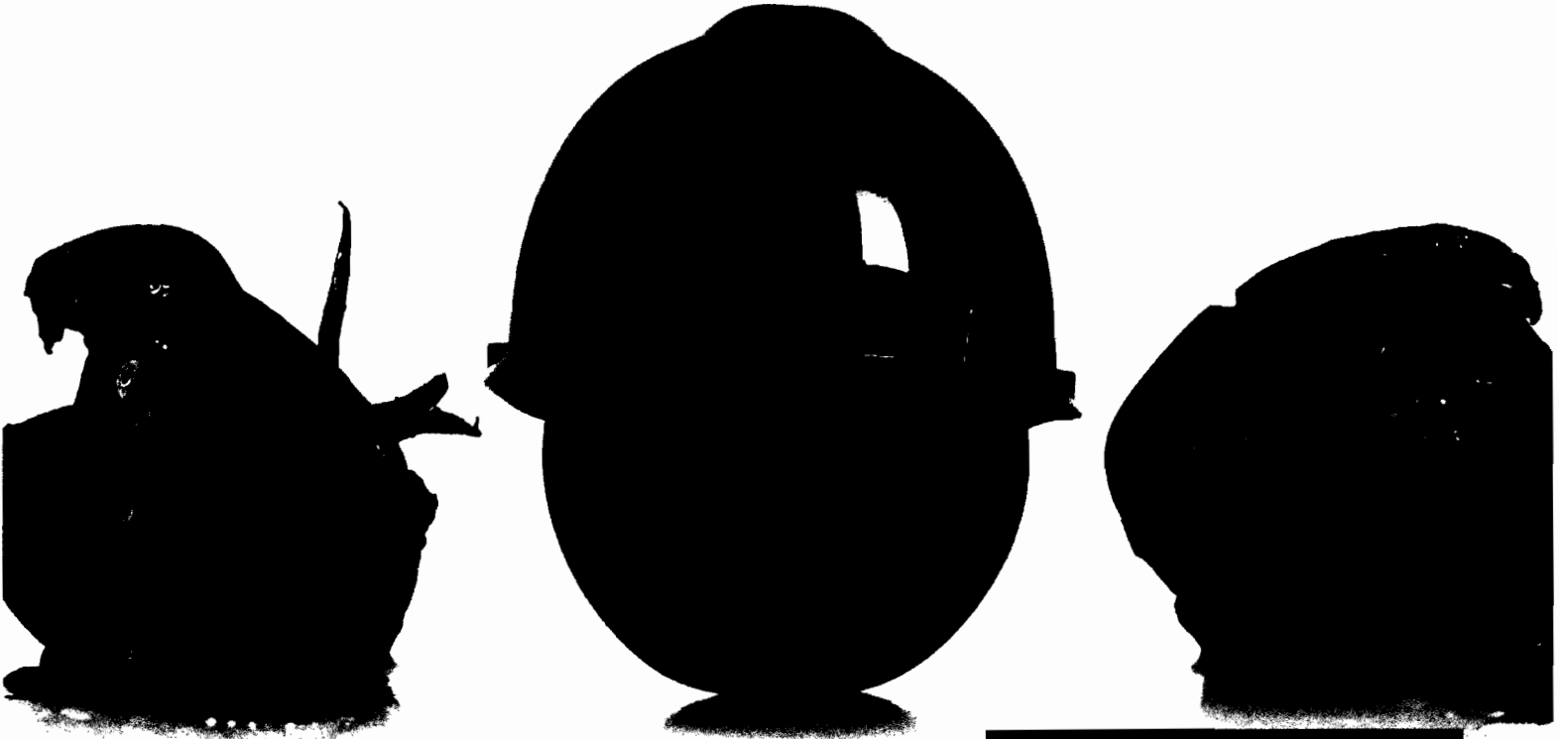
- **General Plant Manager.** The GPM coordinates all aspects of your nutrition program, from production through delivery, as well as works with the Registered Dietitian to design compliant menus.
- **Quality Control Department.** Keeping tight controls over recipes and meal preparation is essential to maintaining consistency and high quality. Our QA team follows strict standards to vastly improves food quality and taste, resulting in a better end product and increased safety and satisfaction.
- **Specialized Team of Experts.** Our culinary center operations are managed by a group of specially trained individuals, from plant managers and quality control specialists, to production and delivery personnel.
- **Dietary Staff.** We employ a number of full-time registered dietitians and nutritionists on staff dedicated to our Prepared Meals division.

HIRING WITHIN THE COMMUNITY

We take our commitment to our communities very seriously. Our culinary centers not only hire new team members from the local communities, but they also put money—and opportunity—back into the local economy. Our programs have created job opportunities for local workers (and the unemployed), who bring a great sense of pride, strong work ethics and a commitment to service, which translates to even higher quality production, service and delivery for our clients.

HOW SAFE IS YOUR FOOD?

- *Claiming your food is safe is one thing; Taking action to ensure it, is another.*



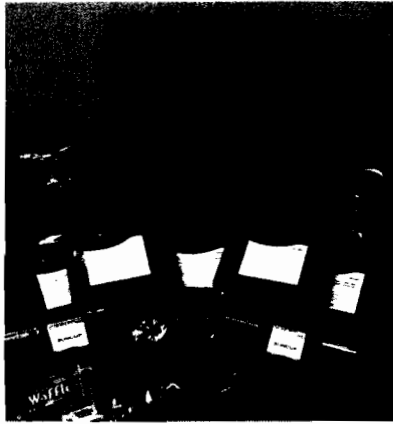
MICROBIOLOGICAL TESTING IS NOT STANDARD PRACTICE IN ALL PRODUCTION FACILITIES. IF YOUR PROGRAM IS NOT UNDERGOING THIS LEVEL OF SCRUTINY, YOU SHOULD ASK WHY.

Studies show that seniors, children and some adult communities are immune-compromised, and more susceptible to food-borne illness. That's why at Whitsons, we take this added level of food security to ensure that the meals we serve to your customers are completely safe.

In addition to operating under stringent HACCP controls in all aspects of production and delivery, we conduct **weekly microbiological testing** through a third party laboratory on our equipment, facility and meals to ensure the safety of our meals—and our customers. Our investment in this process translates to a higher quality standard, and safer food you can count on.

Why Conduct Microbiological Testing?

- It guarantees the safety of our meals
- It's the Right thing to do for our customers
- It's part of the rigorous criteria for operating OUR USDA & FDA Approved facility



**Making a
difference in the
lives that we touch**

Quality Assurance Measures

Quality service does not just occur. It is the result of a team of qualified, motivated staff working with a commitment to getting the job done right. City of Wilmington can be sure that the meals your clients receive have passed rigorous quality control requirements at every stage of the process.

Our QA department carefully monitors all production to ensure every item meets company specification. Additional responsibilities include:

- Conduct a pre-op and regular inspections during production throughout the day.
- Checking weights every ½ hour on all packing lines.
- Checking seal integrity on meal containers.
- Tasting for proper taste profile before packaging.
- Checking labels on meals for accuracy and lot numbers.
- Verifying production logs are completed.
- Verifying cleaning crews are sanitizing as required.
- Monitoring temperatures in all production rooms, refrigerators and freezers.
- Maintaining cook-chill logs for each production batch.
- Sending random samples for microbiological testing analysis.

Q.A. DOCUMENTATION

In addition, policies and procedures are in place to control foreign material, including:

- Good Manufacturing Practices (GMPs)
- Sharp Metal Control Policy
- Metal Detector Policy
- Wood Policy and Procedure
- Glass and Brittle Plastic Policy

In the event that we have a complaint, we have procedures in place to quickly and diligently handle all of your concerns.



Sanitation Best Practices

As your food service partner, our priority is to ensure the safety and well-being of community. In response to the recent pandemic, we have established the following general measures to help continue to maintain sanitation best practices in the locations we serve:

- Requiring strict adherence to Whitsons' Illness Reporting Policy for team members.
- Providing up-to-date information from the CDC.
- Requiring team members to take heightened sanitation and personal hygiene measures, including promoting good respiratory and hand washing hygiene.
- Providing PPE, safety tools and CDC-approved cleaning agents.
- Requiring all team members to undergo a multi-tier training program on proper safety and sanitation protocols.
- Ensuring that our team members continue strict adherence to food safety, packaging and sanitation protocols by reinforcing the sanitation standards set forth by the USDA, FDA, Department of Health and ServSafe.
- Enforcing distancing protocols in service and seating areas as necessary.
- Requiring team members to telework, where possible, and encouraging other contactless forms of technology.
- Empowering our managers to keep an open and ongoing communication with our clients and customers as changes or new regulations develop.

Our comprehensive Policies and Procedures Manual is available upon request. We are all working in an ever-changing environment as world conditions evolve. We continue to monitor all recommendations and will update our protocols and practices as needed.

While Whitsons will continue to formulate options and offer assistance in our operating plans, the CDC, health authorities, Governor's orders and your own directives are what will ultimately set the guidelines on how we manage your nutrition program, including important changes that might need to be made in the interest of your community.

Production & Delivery Quality Control



FDA-and USDA-approved and continuously inspected Culinary Centers.



HACCP-based operations in compliance with government regulations, managed by ServSafe certified, fully trained team of experts.



Ensuring vendor compliance through a stringent pre-approval process and ongoing compliance monitoring.



Checks upon receipt of vendor products to ensure integrity and compliance with our specifications.



Careful food/equipment storage and handling standards, from receipt through service.



Individual workstation clean-as-you-go policy, complete with sanitation checklists and logs.



Safe & timely delivery through properly maintained, temperature-controlled vehicles with GPS route planning.



Equipment maintenance to eliminate unnecessary repairs and determine life expectancy and replacement needs.

Food Defense Initiatives



The quality and safety of our meals remains consistent from production through delivery through carefully planned and executed food safety policies and procedures.

BIO-SECURITY PROGRAM

The Food Defense plan at Whitsons encompasses the crisis management policies that protect product security on many levels. In order to provide our customers and consumers with the highest product safety and quality, Whitsons maintains and implements these policies and procedures to protect our products from known and unknown chemical, physical, and biological hazards.

FOOD PRODUCT RECALLS

In the event of a manufacturer recall or product hold, managers are instructed on how to proceed, as, time is of the essence. In the event that a location discovers that a product currently in service may be compromised, we take immediate action to isolate the product and inform our clients about our precaution while we investigate the issue and determine the appropriate course of action.

PEST CONTROL

Whitsons adheres to GMP & USDA regulations concerning pesticide use, and does not allow any use of pesticides in food processing areas, except in crack and crevice application. We use an Integrated Pest Management (IPM) strategy.

"We and our clients feel your meals are the best we have seen in our market. They are appetizing and taste as good as they look! The product is high quality and definitely stands out among its peers. I was impressed with your production facility and its staff—there is a definite commitment to quality at Whitsons and it shows."

- Client Representative

Team Member Quality Programs

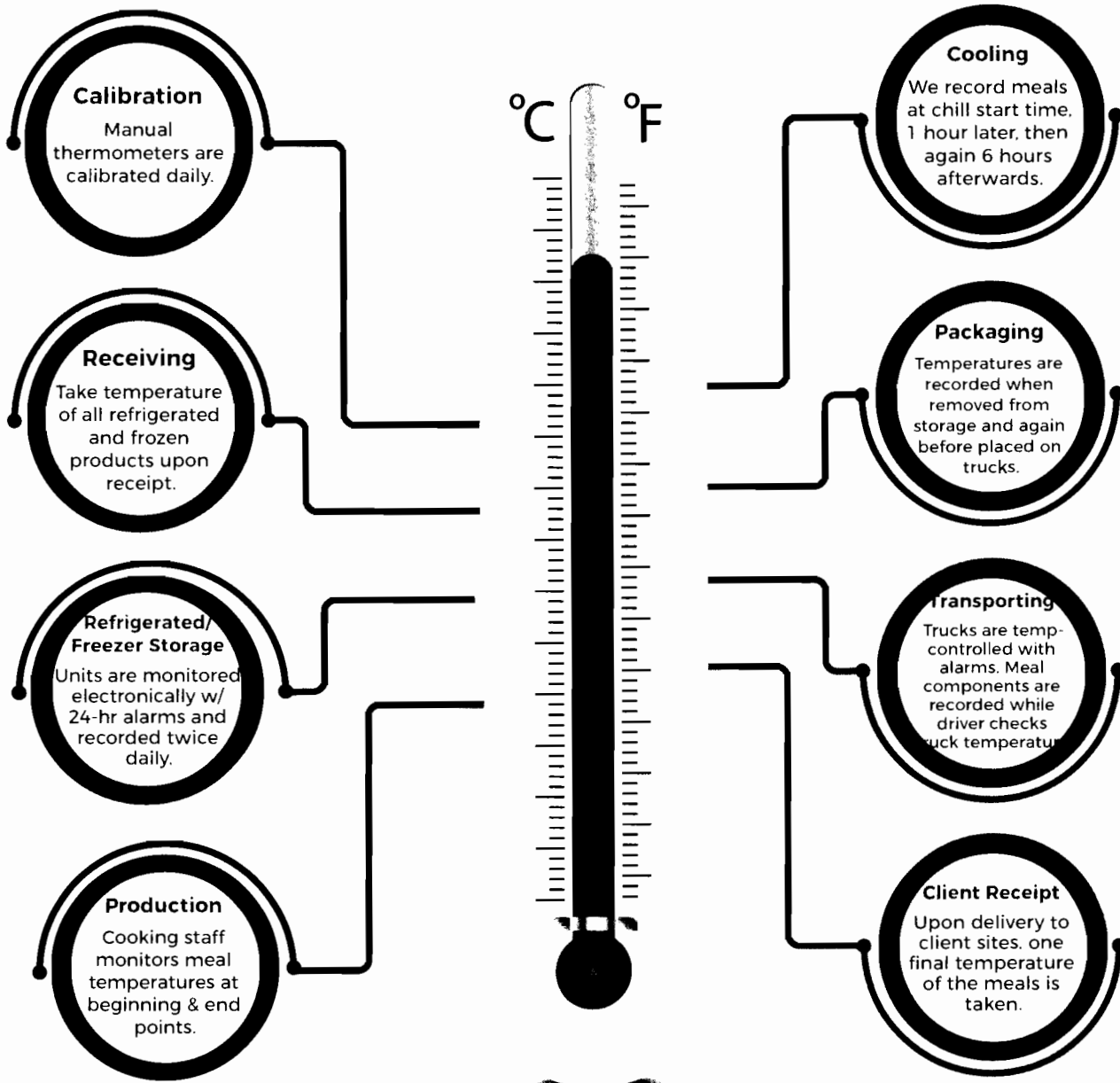
- **General Best Practices.** To ensure the continued safety of our team members, Whitsons has established a series of protocols for any team members who work on-site, including: temperature checks, illness reporting procedures, face covering requirements, social distancing requirements, respiratory etiquette, sanitation policies and more.
- **Personal Hygiene and Appearance.** All team members are expected to maintain the most stringent personal grooming standards at all times. This includes attention to hair, handwashing, fingernails, cleanliness, glove usage and other proper hygiene practices.
- **Drug Testing.** All managers are required to participate in Whitsons' random quarterly drug testing program. We also require all our drivers to take a mandatory drug screening, as well as ensuring that they have a valid driver's license and good driving record.
- **Workplace Safety.** Whitsons has a comprehensive Risk Management Program, including a department dedicated to company safety and stringent policies and procedures to ensure safety awareness is a top priority throughout the company. Prevention plans, required personal protection equipment, monthly toolbox training topics, independent self-inspections and quality audits are also available to help identify and eliminate potential safety hazards.

Administrative Controls

- **FDA & USDA Continuous Inspection.** A number of our production facilities are under daily, continuous inspection by an authorized USDA representative to ensure ongoing compliance and certification. They also undergo routine FDA inspection.
- **Internal Company Audits.** We conduct annual audits of our operations to ensure compliance with the standards we teach in our training programs.
- **Financial Audits.** Our Certified Public Accounting firm audits our financial statements annually. We also participate in third-party conducted SA70/SOC1 audits annually to monitor our internal billing systems and controls.

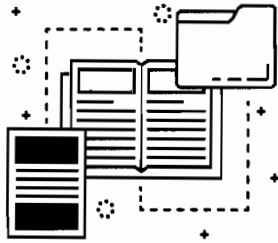
Temperature Monitoring

Whitsons' personnel follow a strict temperature control program to ensure high quality, properly handled meals from purchasing through delivery. This program guarantees the safety of our meals to your customers, ensuring that meals have not been subjected to "danger zone" temperatures outside of the accepted HACCP standards.



Training Programs

Whitsons has an array of training and development opportunities aligned to a team member's role, be it as an hourly employee or manager. Our comprehensive program meets the professional standards for food service professionals as set by the USDA and FDA. Additionally, we ensure that all team members are in compliance with state and local requirements regarding training and/or certifications.



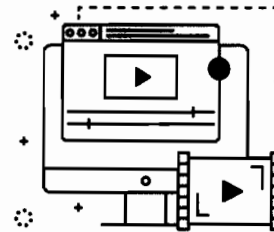
REGULATORY TRAINING

This includes ServSafe certifications, food protection courses, allergen awareness, anti-choking, child abuse recognition and reporting and Board of Health training as required by each particular state agency.



LIVE TRAINING

Instructor-led training is offered to managers through on-site courses, regional manager meetings, online live webinars and group-learning.



ONLINE TRAINING

Online training is available through the National Employee Assistance Program. Whitsons also offers online courses through our talent management portal.



GROUP LEARNING

Facilitated on-site by managers, group learning for hourly staff is provided via Alchemy's online portal, outlining job responsibilities as they pertain to critical industry topics.





Core Training

Our Operations and Human Resources teams partner to determine which training is required annually based on professional standards requirements and internal development needs. All team members (manager and staff) are required to complete Whitsons' core training program, which includes customer service, food safety, workplace safety and sanitation, civil rights training, sexual harassment, compliance and more.

SERVSAFE TRAINING

We offer two ServSafe programs for Whitsons team members: the ServSafe® Food Safety Program for Managers (12-hour course) and the ServSafe® Food Handler Program for hourly team members (90-minute course). Whitsons requires all exempt team members to hold a valid HACCP/ServSafe certificate in addition to any specific state, county, town, city, village, local agency or BOH requirements. ServSafe training for client's onsite staff is available for a fee.

TRAINING FOR MANAGERS

At Whitsons, we know that good managers attract qualified candidates, drive performance and engagement, increase retention and play a key role in maximizing team members' contributions to our company, so we provide managers with training and development in multiple areas:

- **Nutrition Regulations.** Managers are fully trained in the complexities of any special dietary requirements for our clients' programs, particularly around portion sizes, meal components, sodium, fat, ingredient restrictions, allergens, texture and other considerations.
- **Human Resources.** A variety of HR training topics are provided, such as diversity, sexual harassment and violence in the workplace. Effective training on these topics provides supervisors with the information and tools they need to respond to situations lawfully and consistently.
- **Supervisor Skills.** This content focuses on management skills, such as how to manage proactively, provide feedback, build trust, hold performance conversations, motivate and coach team members.
- **Leadership Development.** We provide our managers with opportunities for enhancing their leadership skills on topics such as leading the business, leading through others and leading yourself.

Training for Hourly Team

- Communicating with Your Customers
- Overview of Dangerous E. coli
- Preventing Food Contamination
- The Flow of Food
- Diversity Training
- Sexual Harassment
- Being a Successful Supervisor
- Back Injury Prevention
- Child Feeding Programs
- Knife Cutting Techniques
- Food Allergens - Proper Handling

Since our hourly workers are an integral part of our business and its success, we offer them a variety of training and development opportunities that provide them with a well-rounded experience, as well as enhance their skills:

- **Whitsons Orientation.** We hold an orientation session for new team members to introduce them to the Whitsons company and culture, acclimate them to their new environment, share suggestions and concerns and provide necessary training.
- **Food Safety.** The handling, preparation, and storage of food in ways that prevent foodborne illness is of utmost importance to us. Whitsons adheres to all local food safety certification requirements, administering such programs as ServSafe and the NYC Food Protection Course (where applicable).
- **Workplace Safety.** Whitsons is committed to providing all team members with a safe and healthful workplace; therefore, a variety of programs are in place, such as eLearning, monthly safety discussions and local program requirements.
- **Food Service.** Our food service training discusses proper sanitation and food production, as well as use of kitchen tools and equipment.
- **Compliance.** Compliance training communicates the most important ethical, legal and reporting requirements of our business and defines each team members' responsibilities.
- **Driver Training.** Whitsons will only hire drivers to operate a motor vehicle who possess the basic skills and credentials necessary to perform this function. New drivers must pass a rigorous hiring process, including a background/criminal check and checking their DMV records. Records of existing drivers are also regularly checked. Driver training and motivation include indoctrination into Whitsons' safety policies and programs and refresher training on defensive driving and incident-free driving.

ONGOING CORE TRAINING

This training is designed to reinforce long-standing safety behaviors while also understanding the latest public health best practices and behaviors to secure a safe kitchen environment. Topics within our food safety series include handwashing techniques, sanitizing and disinfection, personal hygiene basics, COVID-19 overview and personal protective equipment (PPE).

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion – Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Whitsons Food Service (Bronx), LLC.

Organization (FSMC/Vendor) Name and Address

Paul Whitcomb President & CEO

Name(s) and Titles of Authorized Representative



Signature(s)

DATE

10/4/2023

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: _____ a. bid/offer/ application b. initial award c. post-award</p>	<p>3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known:</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency: _____</p>	<p>7. Federal Program Name/Description: _____</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)</p> <p>(Attach Continuation Sheet(s))</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10, a.) (last name, first name, middle)</p> <p>(SF-LLL-A If Necessary)</p>	
<p>11. Amount of Payment (check all that apply): \$ _____ ___ Actual ___ Planned</p>	<p>13. Type of payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____</p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: _____ Print Name: Paul Whitcomb Title: President & CEO Telephone: 631-424-2700 Date: 10/04/2023</p>		<p>Authorized for Local Reproduction Standard Form— LLL</p>
<p>Federal Use Only:</p>		

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ Page ____ of ____

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

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

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

Identify the status of the covered Federal action.

Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

Check all that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity,

not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Certificate of Independent Price Determination

Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Whitsons Food Service (Bronx), LLC.

NAME OF FOOD SERVICE MANAGEMENT COMPANY/FOOD VENDOR

NAME OF SCHOOL FOOD AUTHORITY

(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 advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

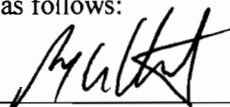
(3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

(1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

	Paul Whitcomb President & CEO	10/04/2023
_____ Signature of Food Service Management Company's Authorized Representative	_____ Title	_____ Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

_____ Signature of School Food Authority Company's Authorized Representative	_____ Title	_____ Date
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NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

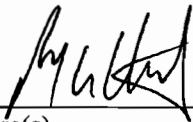
Whitsons Food Service (Bronx), LLC.

Organization Name

PR/Award Number or Project Name

Paul Whitcomb President & CEO

Names(s) and Title(s) of Authorized Representative(s)



Signature(s)

10/04/2023

Date

Putting our Experience to Work for City of Wilmington

Whitsons has been providing dining management services to public and private sector clients for forty years. Currently, we serve more than 700,000 meals per week throughout twelve states, including to similar CACFP and Summer programs. Our background also includes service to residential shelters, correctional facilities, child care centers and emergency situations.

Understanding your unique program objectives, we have the resources to provide hot, cold or blast frozen, individual and/or family-style meals daily, prepared directly on-site or delivered fresh every day, as well as shelf-stable meals. City of Wilmington can count on us to serve you 7 days a week, 52 weeks a year, including holidays, should it be required.

Please feel free to contact any of our references below to learn firsthand about the quality and satisfaction of our services.

Program	Contact
City of Philadelphia Department of Parks & Recreation 1515 Arch Street 10th Floor Philadelphia, PA 19102	Ms. Terri Kerwawich Director (215) 683-3683 terri.kerwawich@phila.gov
Newark Charter School DE 200 McIntire Drive Newark, DE 19711	Ms. Anna Parks Director of School Nutrition Services (3025) 369-2001 anna.parks@ncs.k12.de.us
First State Military Academy Charter School 355 W Duck Creek Rd. Clayton, DE 19938	Ms. Melissa Gibason Food Service Director (302) 359-1683 melissa.gibason@fsmilitary.k12.de.us

We are prepared and have the experience and resources necessary to provide a high quality, great tasting program to your clients. Our vast experience, state-of-the-art equipment and facilities, sophisticated recipe database and information system and specialized team will ensure the success of your project as it has for many other projects of your size and complexity.



W
WHITSONS®
Prepared Meals

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion – Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

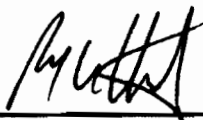
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Whitsons Food Service (Bronx), LLC.

Organization (FSMC/Vendor) Name and Address

Paul Whitcomb President & CEO

Name(s) and Titles of Authorized Representative



Signature(s)

10/4/2023
DATE

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action: _____</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: _____</p> <p>a. bid/offer/ application b. initial award c. post-award</p>	<p>3. Report Type: _____</p> <p>a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)</p> <p>(Attach Continuation Sheet(s))</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10, a.) (last name, first name, middle)</p> <p>(Attach Continuation Sheet(s) SF-LLL-A If Necessary)</p>	
<p>11. Amount of Payment (check all that apply): \$ _____ _____ Actual _____ Planned</p>	<p>11. b. Type of payment (check all that apply):</p> <p>_____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply): _____ a. cash _____ b. in-kind; specify: Nature _____ Actual _____</p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____</p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: Paul Whitcomb Title: President & CEO Telephone: 631-424-2700 Date: 10/04/2023</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form— LLL</p>

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ Page ____ of ____

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

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

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

Identify the status of the covered Federal action.

Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

Check all that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity,

not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Certificate of Independent Price Determination

Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Whitsons Food Service (Bronx), LLC.

NAME OF FOOD SERVICE MANAGEMENT COMPANY/FOOD VENDOR

NAME OF SCHOOL FOOD AUTHORITY

(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 advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

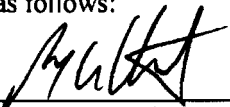
(3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

(1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

	Paul Whitcomb President & CEO	10/04/2023
_____ Signature of Food Service Management Company's Authorized Representative	_____ Title	_____ Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

_____ Signature of School Food Authority Company's Authorized Representative	_____ Title	_____ Date
---	----------------	---------------

NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Whitsons Food Service (Bronx), LLC.

Organization Name

PR/Award Number or Project Name

Paul Whitcomb President & CEO

Names(s) and Title(s) of Authorized Representative(s)



Signature(s)

10/04/2023

Date

City of Wilmington



MICHAEL S. PURZYCKI
Mayor

October 26th 2023

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

Dear Mr. D'amelio

This letter serves to notify the Finance Department that Parks and Recreation, Division of Youth and Families Division accepts the bid submitted by Whitson Food Program contract #24019PR. The bid is for FY23 contract (CACFP) Child Adult Care Food Program in the amount of one million four-hundred sixty-nine thousand, three hundred and forty dollars and zero cents (\$1,469,340.00).

The unit cost of each meal is as follows: \$3.50 for approximately 1200 dinner meals (CACFP); \$1.05 for approximately 1200 for snack meals (CACFP). Breakfast \$2.30 for 850 meals (SFSP) Lunch \$4.20 for 1250 meals (SFSP); Dinner \$4.20 for 400 meals (SFSP) This acceptance is based on the bid opening that was held on Oct 5th, 2023.

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

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

Sincerely,

Ian R. Smith
Director

A handwritten signature in black ink, appearing to read "Ian R. Smith".

Department of Parks and Recreation,

Cc: Melody F. Phillips, Deputy Director Parks, and Recreation
Phil Ceresini, CPPB-Purchasing Agent-City of Wilmington
Kim Parker-Regional Director of Customer Experience-Whitson Food
Victoria Fuentes-Cox- Nutrition Coordinator Food Service Program

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 24019PR is on this 6th of November, 2023 awarded to Whitson Food Service (Bronx), LLC in the amount of \$1,469,340.00 as per Proposal dated 10/5/23 and that this award is made in compliance with Wilm. Code (Charter), Section 8-200, to wit:


1. Plans and specifications for the work, supplies, or materials were filed with the Department of Finance, Division of Procurement and Records for public inspection on 9/14/23.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 9/14/23 & 9/21/23 stated that bids would be opened at 3:00 p.m. on 10/5/23.
3. All sealed bids received were publicly opened in the office of the Department of Finance, Division of Procurement and Records in the presence of the City Auditor and Department not represented desiring to make the purchase at 3:00 p.m. on 10/5/23. Other persons present at the opening of the bids were: Phil Ceresini & Michael Maldonado.
4. Bids were submitted by the following contractors in the following amounts:

<u>Contractor</u>	<u>Address</u>	<u>Date of Bid</u>	<u>Amount</u>
Whitsons Food Service (Bronx), LLC	Islandia, NY	10/5/23	\$1,469,340.00

5. City License Number _____

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

<u>Author</u>	<u>Employment Position</u>	<u>Date</u>
Ian R. Smith	Director of Parks & Recreation	10/26/23



Department of Finance, Division of Procurement

WHITSONS FOOD SERVICE (BRONX), LLC

SECRETARY'S CERTIFICATE

I, the undersigned, Secretary of Whitsons Food Service (Bronx), LLC (the "Company"), hereby certify that the following Resolutions excerpted from the Minutes of the Corporation were duly adopted by the Sole Member of the Company as of December 20, 2023.

Prepared Meals Contract with the City of Wilmington, Delaware

RESOLVED, that each of the President and Chief Executive Officer, the Chief Financial Officer, any Vice President, and the Secretary of the Company be, and hereby is, authorized to execute and deliver on behalf of the Company a contract and other contract documents between the Company and the City of Wilmington, Delaware, Department of Finance, **Contract 24019PR "Combined Food Service Programs"** for the Department of Parks and Recreation, for the Contract Price of **One Million Four Hundred Sixty-Nine Thousand Three Hundred Forty Dollars and 00/100 (\$1,469,340.00)** (the "Contract"), with such changes as the officers of the Company may approve, the execution of each such agreement by such officers to be conclusive evidence of such approval.

General Enabling and Ratifying Resolutions

RESOLVED, that each officer of the Company be, and hereby is, authorized, empowered and directed to execute and deliver, in the name and on behalf of the Company, any and all documents, instruments, agreements, amendments, certificates or filings necessary or appropriate to carry out the purpose and intent of, and to take any and all actions as he or she deems necessary or appropriate in furtherance of, the foregoing resolutions.

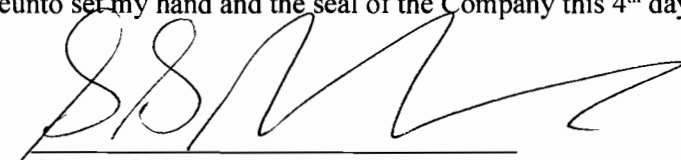
RESOLVED, that any and all prior actions of the officers of the Company in connection with the matters contemplated by the foregoing resolutions be, and hereby are, approved, ratified, confirmed and adopted.

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 officers qualified to sign for the Company:

Title	Name
President and Chief Executive Officer	Paul Whitcomb
Chief Financial Officer	Beth Bunster
Chief Operating Officer	Paul Burnup
Secretary	Greg Robbins

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 4th day of January, 2024.



Greg Robbins
Secretary

[Seal]

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROBERT J. RODRIGUEZ, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name: WHITSONS FOOD SERVICE (BRONX), LLC
DOS ID Number: 6264430
Entity Type: DOMESTIC LIMITED LIABILITY COMPANY
Entity Status: EXISTING
Date of Initial Filing with DOS: 08/23/2021
Existence Date: 08/24/2021
Statement Status: CURRENT
Statement Due Date: 08/31/2023

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department of State,
at the City of Albany, on May 23, 2023 at 04:43 P.M.

ROBERT J. RODRIGUEZ, Secretary of State



By Brendan C. Hughes
Executive Deputy Secretary of State



Authentication Number: 100003565052 To Verify the authenticity of this document you may access the
Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO.

11041350

LICENSE NO.

110080

CODE

9007 - WHOLESALER EDIBLE

FEE PAID

45.25

BUSINESS

WHITSONS FOOD SERVICE (BRONX) LLC
1800 MOTOR PARKWAY
ISLANDIA, NY 11749

2023

EXPIRES: 12/31/2023

ISSUED BY

WHITSONS FOOD SERVICE (BRONX) LLC
1800 MOTOR PARKWAY
ATTN: MELANIE CORPORATE PARALEGAL
ISLANDIA, NY 11749



COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE



City of Wilmington, Delaware

Louis L. Redding City/County Building
800 N. French Street
Wilmington, Delaware 19801-3537

For Account Service: (302) 576-2415 or (302) 576-2418

BUSINESS LICENSE STATEMENT

BILL YEAR 2024
LICENSE REF. NO. 110080
ACCOUNT NO. 11041350
BILLING DATE 01/01/2024
BILL NO. 106442
DUE DATE 01/31/2024

BILLING ADDRESS:

WHITSONS FOOD SERVICE (BRONX) LLC
1800 MOTOR PARKWAY
ATTN: MELANIE CORPORATE PARALEGAL
ISLANDIA, NY 11749

BUSINESS ADDRESS:

WHITSONS FOOD SERVICE
1800 MOTOR PARKWAY
ISLANDIA, NY 11749

Bill To Customer: WHITSONS FOOD SERVICE

Code	Description	Type	Fee Amount
9007	WHOLESALE/MANUFACTURER	WHOLESALE EDIBLE	\$300.00
	LATE FEES: PENALTY & INTEREST		\$0.00
	PAYMENTS		\$135.75

If not paid by January 31st, penalty will be assessed at a rate of a one-time 5% (minimum \$100) which becomes part of the unpaid fee, plus 1.5% per month penalty and interest at a rate of 1.5% per month beginning February 1st.

Any Business with Gross Receipts of \$10,000 or less for the previous year, and that has been licensed for one (1) full calendar year, may elect to pay a license fee of \$30.00, provided that the license fee is \$120.00 or greater. A notarized statement must accompany fee by the due date.

If you are not renewing your business license with the City, or if your business has been terminated or sold, please complete the following and forward to this office. Please be aware that the City of Wilmington will not automatically close your license if you do not renew it.

CURRENT AMOUNT DUE	\$164.25
PAST DUE AMOUNT	\$0.00
TOTAL AMOUNT DUE	\$164.25

Date Terminated: _____

Sold / Transferred to: _____

Name: _____

Address: _____

Phone: _____

Signature: _____ Date: _____

Contact: _____

PLEASE DETACH AND RETURN THIS SECTION WITH YOUR PAYMENT

CITY OF WILMINGTON

DIVISION OF REVENUE

P.O. Box 15577

Wilmington, Delaware 19850-5577

BUSINESS LICENSE STATEMENT

REMIT INVOICE

Please write your Account Number on your check and enclose this portion of bill with your payment.

Your official License will be mailed upon receipt of payment.

Make checks payable to: City of Wilmington

DUE DATE	ACCOUNT NUMBER	BILL NUMBER	AMOUNT DUE
01/31/2024	11041350	106442	\$164.25

BILLING ADDRESS:

WHITSONS FOOD SERVICE (BRONX) LLC
1800 MOTOR PARKWAY
ATTN: MELANIE CORPORATE PARALEGAL
ISLANDIA, NY 11749

BUSINESS ADDRESS:

WHITSONS FOOD SERVICE (BRONX)
1800 MOTOR PARKWAY
ISLANDIA, NY 11749

00005542024800106442700000164251





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/18/2024

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com													
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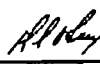
COVERAGES **CERTIFICATE NUMBER: W32478185** **REVISION NUMBER:**

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

TYPE OF INSURANCE	INSURED	POLICY NUMBER	START DATE	END DATE	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	11GPP1081900	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		11CAB1063601	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		XC5EX01770-231	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
<input checked="" type="checkbox"/> ANY PROFESSIONAL SERVICE (EXCLUSIVE OF CONTRACTORS) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A		14NCI1063801	12/15/2023	12/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<input checked="" type="checkbox"/> Auto Liability - MB Any auto		11CAB1063701	12/15/2023	12/15/2024	Combined Single Limit \$2,000,000

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

MB: Delivered Prepared Meals As respects to General Liability; if required by written contract the following are included as additional insured. City of Wilmington and the Department of Finance, Division of Procurement and Records Insurance of the type afforded by the policy applies to the insureds operation at the site of the project or incidental thereto, which are undertaken by the Contractor during the performance of the contract.

CERTIFICATE HOLDER Department of Finance, Division of Procurement and Records 304 W. 10th & Redding City/ County Bldg. 500 French St Wilmington, DE 19801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: 11CAR1003601

Named Insured: WHITSONS FOOD SERVICE, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 12-1st-23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2023

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com	FAX (A/C.No.): 1-888-467-2378													
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INSURER F:															
INSURED Whitsons Food Service Bronx, LLC 1800 Motor Parkway Islandia, NY 11749															

COVERAGES **CERTIFICATE NUMBER:** W31489715 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y Y	11CAB1063601	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y Y	XC5EX01770-231	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A Y	14WCI1063801	12/15/2023	12/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Liability - MA Any Auto	Y Y	11CAB1063701	12/15/2023	12/15/2024	Combined Single Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project Description: delivered prepared meals.

Certificate Holder is included as an Additional Insured as respects to Auto Liability and Umbrella Liability.

Auto Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

CERTIFICATE HOLDER City of Wilmington Department of Parks and Recreation Department of Finance Division of Procurement and Records 5th Floor L. Redding City/County Building 800 French Street Wilmington, DE 19801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Whitsons Food Service Bronx, LLC 1800 Motor Parkway Islandia, NY 11749	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Certificate Holder with respects to Auto Liability, Umbrella Liability and Workers Compensation as permitted by law.

Umbrella Follows Form.

Insurance of the type afforded by the policy applies to all of the operations and activities on and at the site of the project or incidental thereto, which are undertaken by the Whitsons Food Service (Bronx), LLC during the performance of the contract.

RECEIVED
 DEC 26 2023
 By _____

FORM OF BOND

Bond No.: LPM9434920

Know All Men by These Presents, That We, Whitsons Food Service (Bronx), LLC
of 1800 Motor Parkway, Islandia, NY 11749-
as principal, and Fidelity and Deposit Company of Maryland
1299 Zurich Way, Schaumburg, IL 60196-1056

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 One Million Four Hundred Sixty Nine Thousand Three Hundred Forty Dollars and----- 00/100 (\$1,469,340.00) to be paid to the said obligee, the City of Wilmington, for which payment, well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors administrators, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

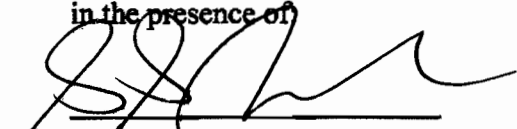
Sealed with our seals.

Dated the 20th day of December, 2023.

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 **24019PR "Combined Food Service Programs"** dated 20th day of December 2023, shall well and truly keep, do and perform, each and every, all and singular the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, including the payment in full to all and every person furnishing material or performing labor or service or any of them in and about the construction of said contract and the performance of said contract, all and every sum or sums of money due him, them or any of them, for all such labor, services and/or materials, and shall make good and reimburse the above named The City of Wilmington, a municipal corporation, sufficient funds to pay the cost of completing the contract which the obligee may sustain by reason of any failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

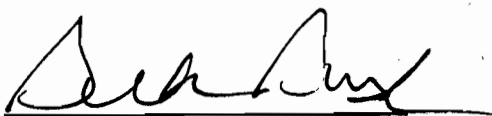
Provided, however, that any alterations which may be made in the terms of the above-mentioned Contract, or in the work to be done under it or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the obligee or the Principal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

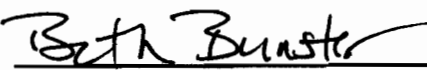
Signed, sealed and delivered
in the presence of



Witness

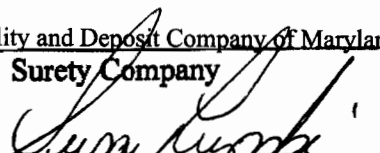
Whitsons Food Service (Bronx), LLC

By: 



Name Typed or Printed

Fidelity and Deposit Company of Maryland
Surety Company

By: 

Attorney-In-Fact (Seal)
Susan Lupski

Address: 1299 Zurich Way, Schaumburg, IL 60196-1056

Telephone: 914-317-2789


ACKNOWLEDGEMENT FOR CONTRACTOR

ACKNOWLEDGEMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY

STATE OF NEW YORK ;
COUNTY OF SUFFOLK ;

ON THE 20TH DAY OF December, 2023 BEFORE ME
PERSONALLY APPEARED Beth Bunster
TO ME KNOWN AND KNOWN TO ME TO BE THE CEO
_____ OF **Whitsons Food Service**

(Bronx) LLC A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO
EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT
(S)HE EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME
THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID
LIMITED LIABILITY COMPANY.



Notary Public

GREGORY A. ROBBINS
Notary Public, State of New York
No. 02RO6011362
Qualified in Nassau County
Commission Expires Aug. 10, 2026

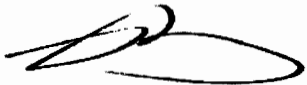
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert T. PEARSON, Gerard S. MACHOLZ, Susan LUPSKI, Thomas BEAN, Colette R. CHISHOLM, George O. BREWSTER, Desiree CARDLIN, Dana GRANICE, Michelle WANNAMAKER, Nelly RENCHIWICH, Katherine ACOSTA and Ian WILLIAMS**, of Uniondale, New York, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

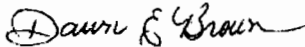
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of August, A.D. 2022.

**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Robert D. Murray*
Vice President



By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 23rd day of August, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of December, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

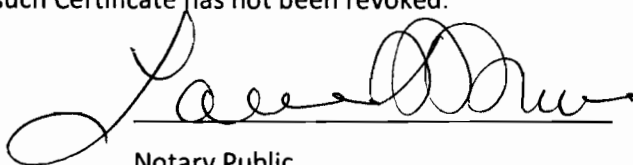
Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF Nassau

On this DEC 20 2023 before me personally came Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Fidelity and Deposit Company of Maryland the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Fidelity and Deposit Company of Maryland (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.



A handwritten signature in cursive script, appearing to read 'Laura Jean Murtagh', is written over a horizontal line.

Notary Public

LAURAJEAN MURTAGH
Notary Public, State of New York
Registration No. 01MU6319758
Qualified in Nassau County
Commission Expires 02/23/2027

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

1299 Zurich Way Schaumburg, IL 60196

**Statement of Financial Condition
As Of December 31, 2022**

ASSETS

Bonds.....	\$ 219,365,765
Stocks	17,619,752
Cash and Short-Term Investments	2,767,685
Reinsurance Recoverable	12,309,422
Federal Income Tax Recoverable.....	0
Other Accounts Receivable	32,200,768
TOTAL ADMITTED ASSETS.....	\$ 284,263,392

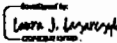
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 545,031
Ceded Reinsurance Premiums Payable	42,850,834
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	\$ 43,395,865
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	240,867,527
Surplus as regards Policyholders	240,867,527
TOTAL	\$ 284,263,392

Securities carried at \$78,455,274 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2022 would be \$266,908,407 and surplus as regards policyholders \$223,512,542.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2022.

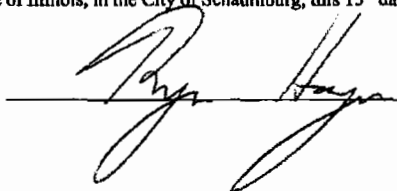

Laura J. Lazarczyk
Corporate Secretary

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2023.




Notary Public

----- CONTRACT -----

THIS AGREEMENT (this "Contract" or "Contract No. 24019PR") is made the 20th day of December in the year **Two Thousand Twenty-Three** 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 (the "Owner" or "City of Wilmington"), and **Whitsons Food Service (Bronx), LLC**, party of the second part (the "Contractor").

WITNESSETH, that the Contractor, in consideration of agreements herein made by the Owner, agrees with the Owner, with the intent to be legally bound, as follows:

Article 1. The Contractor shall and will furnish and deliver per specifications, on **Contract 24019PR "Combined Food Service Programs"** for the **Department of Parks and Recreation** in accordance with the Advertisement for Bids by the Department of Finance, Division of Procurement and Records dated **9/14/23 & 9/21/23** and the specifications identified as **Contract No. 24019PR** 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 this Contract is in the amount of **One Million Four Hundred Sixty-Nine Thousand Three Hundred Forty Dollars and 00/100 (\$1,469,340.00)** as per Proposal dated **10/5/23** 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 Contract shall bind the heirs, executors, administrators, successors and assigns to the respective parties hereto.

Article 5. The Contract term shall commence on February 1, 2024 and continue every Monday through Friday until September 30, 2024 (the "Initial Term"). The Contract may be renewed for up to two (2) additional one-year periods (each, a "Renewal Term"), pending Owner and Contractor agreement and approval by the Delaware Department of Education Nutrition Programs ("DDOE") and Wilmington City Council.

Article 6. The meal prices per meal for the Initial Term shall be as follows:

	CACFP	SFSP
Breakfast		\$2.30
Lunch		\$4.20
Supper	\$3.50	\$4.20
Snack	\$1.05	

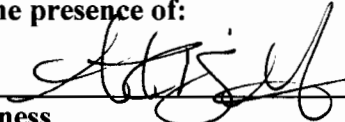
Article 7. For each Renewal Term, the fixed fee per meal may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI) for the 12 months ending July, with prior approval from the City of Wilmington and DDOE.

[signature page follows]

IN WITNESS WHEREOF, the party of the first part has, by recommendation of the Director of the **Department 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 or Deputy City Clerk, to be hereunto affixed, and the party of the second part has caused the hand of its President (or his/her authorized representative) and its corporate seal, attested by the Secretary or assistant Secretary, to be hereunto affixed.

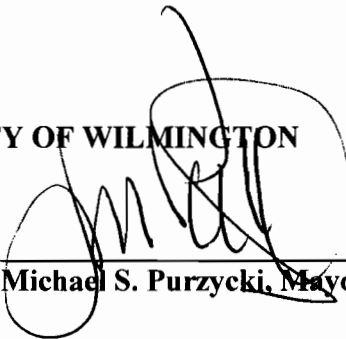
Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered
in the presence of:



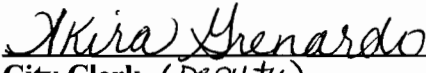
Witness

CITY OF WILMINGTON

By: 


Michael S. Purzycki, Mayor

ATTEST:

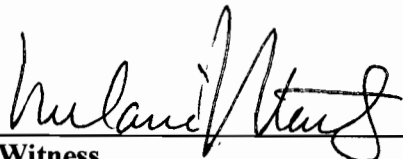


City Clerk (Deputy)

WHITSONS FOOD SERVICE
(BRONX), LLC

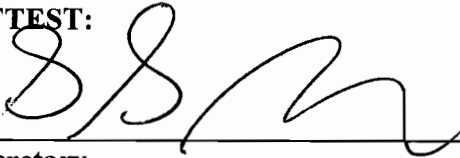
By: 

President CFO
(Seal)



Witness

MELANIE MARTINEZ
Notary Public, State of New York
No. 01MA6064389
Qualified in Suffolk County
Term Expires September 24, 2025

ATTEST:


Secretary