

Keith Stewart, Director

## Prince George's County Public Schools

Louis Wilson Sr., Facilities Administration Building  
13300 Old Marlboro Pike, Room 20  
Upper Marlboro, MD 20772

### NOTICE OF CONTRACT AWARD

April 23, 2021

**McCain Foods USDA, Inc.**  
1 Tower Lane 11<sup>th</sup> Floor  
Oakbrook Terrace, IL 60181  
Contact: Scott Carawan  
Phone: 919-612-5246  
Email: Scott.carawan@mccain.com

**Francine Morris**  
Telephone: 301.952.6560  
Fax: 301.952.6605  
Email: pg\_francine.morris@pgcps.org

#### **SUBJECT: IFB 004-21 USDA Foods: Fruits and Vegetables**

**McCain Foods USDA, Inc.** has been selected as the vendor to provide services in accordance with the above-mentioned **IFB 004-21**. This contract sets-forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered by Purchasing Department to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

Until the contract is signed by **McCain Foods USDA, Inc.** and the BOARD, authorization for commence to service sites on behalf of the contract is forbidden. Please sign below and return all documents to the PURCHASING OFFICE within Ten (10) business days. Failure to sign the contract award and return all required documents within the specified time, shall rule your offer null and void and, therefore, award shall be made to the next low responsive bidder.

#### **PERFORMANCE/PAYMENT BOND – N/A**

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of \$0.00 made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983**, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD WITHIN TEN (10) DAYS.

The bond, cashiers or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

#### **INITIAL CONTRACT TERM**

The initial term of the contract will be for the following contracted period. Prices shall remain firm for the initial term of the contract. This contract is effective from **April 01, 2021 through March 31, 2024.**

#### **OPTION TO RENEW CONTRACT**

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall not exceed two (2) additional one (1) year periods.

**CONTRACT AWARD ESTIMATED AMOUNT**

The estimated amount of award is

See Contract Pricing

**THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES** at this time. Commence service/work/deliveries only after receipt of a **Purchase Order** signed by the Purchasing Agent.

**INSURANCE**

A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD within ten (10) business days. The certificate should reference the Solicitation Number as shown herein. It will be the responsibility of the contractor to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

**LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK**

The successful Awardee accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the solicitation documents.

**AVAILABILITY OF FUNDS**

The contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

**FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS****Employees Having Direct Contact with and/or Uncontrolled Access to Students:**

- A. Any and all current and future employees of the Vendor who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George's County Department of Social Services, and complete the SafeSchools training module – *Prince George's County Child Abuse: Mandatory Reporting* and any other required training as appropriate.
- B. All background checks must be completed 15 business days prior to beginning work in and around PGCPs property or engaging in any authorized activities involving PGCPs students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPs satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCPs until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through SafeSchools.
- C. Prior to initiating any work at a school building, current and future employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and instructors of the Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.



**RESTRICTIONS ON EMPLOYEE ASSIGNMENTS**

Vendors are prohibited from assigning the following persons from working at a PGCPs location:

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offense under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal Law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- C. Individuals identified as an alleged abuse or neglecter following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

**VENDOR RESPONSIBILITIES**

- A. The Vendor agrees to provide the designated PGCPs representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:
  - i. title of the project
  - ii. school/office
  - iii. solicitation number
  - iv. contract number; and
  - v. PGCPs representative/project manager

**PERSONALLY IDENTIFIABLE INFORMATION (PII)**

**Personally Identifiable Information** includes any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

This notice of award, plus the solicitation, your offer and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to IFB 004-21 for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

[Redacted Signature]

4-29-21

[Redacted Signature]

05/03/2021

SIGNATURE

DATE

SIGNATURE

DATE

Scott Casawan

NAME

Keith Stewart

NAME:

Mid-Atlantic Non Commercial Mgr

TITLE

Director, Purchasing & Supply Services

TITLE

McCain Foods USA

FIRM

FOR THE BOARD OF EDUCATION  
OF PRINCE GEORGE'S COUNTY  
UPPER MARLBORO, MARYLAND 20772

**McCain Foods USDA, Inc.**

**IFB 004-21**

**CONTRACT PRICING**

Group	Product Description (Short)	Description (Long)	Estimated Quantity	Brand Bid	Product Code	Pack Size	Serving Size	Serving Size =	Component Contribution	Servings/ Case	Diverted Food Pounds/ Case	Diverted Food Cost/ Case	FFS/ Case OR	FFS/ Pound	Rebate Amount	Commodity Cost/ Case	Commodity Cost/ Serving	Commercial Price/Case	Commercial Price/Serving		
a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r	s	t		
<b>Group B: Commodity Processed Vegetables</b>																					
B-3	Crinkle Cut Potatoes	Potatoes, 1/2" crinkle cut, bakeable. No Trans Fat, No MSG. Each portion to provide 1/2 cup vegetable for NSLP. Must meet Smart Snack standards for Side Dish with no more	7,000	CS	Ore-Ida	OIF00055A	6	#5	1.96	1.96	1/2 Cup Veg	243.00	54.55	\$ 7.16	N/A	N/A	\$ 7.16	\$ 18.09	\$ 0.07	\$ 25.25	\$ 0.10
B-4	Emoji-Shaped Potatoes	Potatoes, Emoji-Shaped Potato Rounds, Seasoned, Bakeable. No Trans Fat, No MSG. Each portion to provide 1/2 cup vegetable for NSLP. Must meet Smart Snack standards for Side Dish with no more than 200 mg sodium	5,000	CS	McCain	1E+10	6	#4	2.40	2.40	1/2 Cup Veg	162.03	46.42	\$ 6.10	N/A	N/A	\$ 6.10	\$ 21.73	\$ 0.13	\$ 27.83	\$ 0.17
B-5	Hash Brown Rounds	Potatoes, Hash Brown, Circular shape; no binders or fillers, Bakeable. Reduced Sodium. No Trans Fat, No MSG. Each portion to provide 1/2 cup vegetable for NSLP. Must meet Smart Snack standards for Side Dish with no more than 200	4,000	CS	McCain	1000006188	6	#5	2.54	2.54	1/2 Cup Veg	189.00	54.55	\$ 7.16	N/A	N/A	\$ 7.16	\$ 24.99	\$ 0.13	\$ 32.15	\$ 0.17
B-6	Mashed Potatoes	Mashed Potatoes, Boil in a Bag, Frozen. No Trans Fat, No MSG. Each portion to provide 1/2 cup vegetable for NSLP. Must meet Smart Snack standards for Side Dish with no more than 200 mg sodium per serving. Gluten free.	600	CS	McCain	1000002870	6	#4	4.342	4.342	1/2 Cup Veg	88.44	43.64	\$ 5.73	N/A	N/A	\$ 5.73	\$ 19.75	\$ 0.22	\$ 25.48	\$ 0.29
B-7	Potato Wedges, Seasoned	Potatoes, 8-cut Wedge; Crispy, Seasoned, Skin-on, Bakeable. No Trans Fat, No MSG. Each portion to provide 1/2 cup vegetable for NSLP. Must meet Smart Snack standards for Side Dish with no more than 200 mg sodium	6,500	CS	McCain	1000000496	6	#5	2.890	2.890	1/2 Cup Veg	165.34	54.55	\$ 7.16	N/A	N/A	\$ 7.16	\$ 23.99	\$ 0.15	\$ 31.15	\$ 0.19
B-8	Tater Tots	Potatoes, Tater Tot Nuggets, no binders or fillers, Bakeable. Reduced Sodium. No Trans Fat, No MSG. Each portion to provide 1/2 cup vegetable for NSLP. Must meet Smart Snack standards for Side Dish with no more than 200 mg	4,000	CS	Ore-Ida	1000002789	6	#5	2.520	2.520	1/2 Cup Veg	190.50	54.55	\$ 7.16	N/A	N/A	\$ 7.16	\$ 23.79	\$ 0.12	\$ 30.95	\$ 0.16
B-9	Sweet Potato Fries	Potatoes, Sweet, Slices, Straight or Crinkle Cut, Bakeable. No Trans Fat, No MSG. Each portion to provide 1/2 cup red/orange vegetable for NSLP. Must meet Smart Snack standards for Side Dish with no more than 200 mg sodium	12,000	CS	McCain	MCF04566	6	#2.5	3.210	3.210	1/2 Cup Veg	73.85	29.41	\$ 7.78	N/A	N/A	\$ 7.78	\$ 15.37	\$ 0.21	\$ 23.15	\$ 0.31





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/21/2021

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 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).


<b>PRODUCER</b> Hays Companies Inc. 1200 North Mayfair Road Suite #100 Milwaukee WI 53226	<b>CONTACT NAME:</b> Angie Aide	
	<b>PHONE (A/C, No, Ext):</b> (414) 443-0000	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Property Casualty Ins. Co		
<b>INSURER B:</b> Travelers Casualty Ins Co of America		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 20-21                      **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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	UB-9M669449-20-51-R	6/1/2020	6/1/2021	<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	
B	<b>Workers Compensation</b>			UB-9M684336-20-51-R	6/1/2020	6/1/2021	Ea Acc/Ea Emp Disease/Diseas limit \$1M/\$1M/\$1M	

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

<b>CERTIFICATE HOLDER</b>  Board of Education of Prince George's County 13300 Old Marlboro Pike Room 20 Upper Marlboro, MD 20772	<b>CANCELLATION</b>  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  James Hays/NPIE 
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