

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

**Red Gold**  
P.O. Box 83  
Elwood, Indiana 46036  
Contact: Todd Holmes  
Phone: 610-440-0508  
Email: tholmes@redgold.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**

**Red Gold** 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 **Red Gold** 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 involved 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.

Red Gold


IFB 004-21

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.

Red Gold, LLC  
ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

  
\_\_\_\_\_  
SIGNATURE

4/29/21  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
SIGNATURE

05/03/2021  
\_\_\_\_\_  
DATE

David J. Halt  
\_\_\_\_\_  
NAME

Keith Stewart  
\_\_\_\_\_  
NAME:

VP-Foodservice  
\_\_\_\_\_  
TITLE

Director, Purchasing & Supply Services  
\_\_\_\_\_  
TITLE

Red Gold, LLC  
\_\_\_\_\_  
FIRM

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

Red Gold

IFB 004-21

**CONTRACT PRICING**

Group	Product Description (Short)	Description (Long)	Estimated Quantity	Brand Bid	Product Code	Pack Size	Serving Size	Serving Component Size = 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
Group A: Commodity Processed Fruits																	
Group B: Commodity Processed Vegetables																	
B-1	BBQ Sauce, Bulk	BBQ Sauce, Bulk; Plastic Jugs with resealable cap. Tomato Puree first ingredient; Made with Sugar (No HFCS); Enhanced Low Sodium Formula. Packed 6/114 oz with Pump. Red Gold REDOA9P or equal.	250 CS	Red Gold	REDOA9P	6/114 oz	1.26 oz	n/a	684	5.61	\$ 2.68	\$ 38.68	\$ 2.68	\$ 41.36	\$ 0.057	\$ 41.36	\$ 0.060
B-2	BBQ Sauce, Dipping Sauce	BBQ Sauce, 1 oz. Dipping Cup. Tomato Puree first ingredient; Made with Sugar (No HFCS); Enhanced Low Sodium Formula. Packed 250/1 oz. Red Gold REDOA7D or equal.	100 CS	Red Gold	REDOA1Z	250/1 oz	1oz	n/a	250	2.05	\$ 0.98	\$ 22.99	\$ 0.98	\$ 23.97	\$ 0.092	\$ 23.97	\$ 0.096
B-10	Ketchup, Bulk	Ketchup, Bulk; Plastic Jugs with resealable caps. All natural. No HFCS. Enhanced Low Sodium. Shelf stable. Packed 6/112.5 oz Jugs with Pump. Red Gold REDY19P or equal.	100 CS	Red Gold	REDY19P	6 Jugs	0.6oz	n/a	675	10.09	\$ 4.82	\$ 23.94	\$ 4.82	\$ 28.76	\$ 0.035	\$ 28.76	\$ 0.043
B-11	Ketchup, Portion Pac	Ketchup, portion packed, 9 gm. Low sodium, all natural, no high fructose corn syrup. Shelf stable. Packed 1000/cs. Red Gold REDY19G or equal.	11,000 CS	Red Gold	REDY19G	1000 cs	9gram	n/a	1000	4.81	\$ 2.30	\$ 15.14	\$ 2.30	\$ 17.44	\$ 0.015	\$ 17.44	\$ 0.017
B-12	Marinara Sauce Cup	Marinara Sauce in pre-portioned containers. Low sodium, gluten free. No MSG. Shelf stable, ready to eat. Each 2.5 oz. container to provide 1/2 cup Red/Orange Vegetable for NSLP. Packed 168/cs. Red Gold REDNA2ZC168 or equal.	150 CS	Red Gold	REDNA2ZC168	168 cs	2.5oz cup	1/2 cup R/O	168	7.33	\$ 3.50	\$ 39.38	\$ 3.50	\$ 42.88	\$ 0.234	\$ 42.88	\$ 0.255
B-13	Marinara Sauce, #10 can	Marinara Sauce. Nutritionally enhanced with Vitamin A, C, and E. Low sodium, gluten free. No MSG. Shelf stable, ready to eat. Each 3 oz. serving by weight to provide 1/2 cup Red/Orange Vegetable for NSLP. Packed 6/#10 cans/case. Red Gold RPKNA9E or equal.	600 CS	Red Gold	RPKNA9E	6#10 cs	3.0oz	1/2 cup R/O	210	7.33	\$ 3.50	\$ 26.28	\$ 3.50	\$ 29.78	\$ 0.125	\$ 29.78	\$ 0.142
B-14	Salsa Cup	Salsa in pre-portioned containers. Low sodium, gluten free. No MSG. Shelf stable, ready to eat. Each 2.5 oz. container to provide 1/2 cup Red/Orange Vegetable for NSLP. Packed 168/cs. Red Gold REDSC2ZC168 or equal.	675 CS	Red Gold	REDSC2ZC168	168 cs	3oz cup	1/2 cup R/O	168	4.72	\$ 2.25	\$ 51.74	\$ 2.25	\$ 53.99	\$ 0.308	\$ 53.99	\$ 0.321
B-15	Salsa, #10 can	Salsa. Nutritionally enhanced with Vitamin A, C, and E. Low sodium, gluten free. No MSG. Shelf stable, ready to eat. Each 3 oz. serving by weight to provide 1/2 cup Red/Orange Vegetable for NSLP. Packed 6/#10 cans/case. Red Gold REDSC99 or equal.	300 CS	Red Gold	REDSC99	6#10 cs	3.0oz	1/2 cup R/O	206	5.9	\$ 2.82	\$ 24.51	\$ 2.82	\$ 27.33	\$ 0.119	\$ 27.33	\$ 0.133
B-16	Sriracha Ketchup, Portion Pac	Ketchup made with chili sauce, portion packed, 9 gm. Low sodium, all natural, no high fructose corn syrup. Shelf stable, ready to eat. Red Gold REDY19G or equal. Packed 1000/cs. Red Gold HUYYW8G or equal.	1,500 CS	Red Gold	HUYYW8G	1000 cs	8gram	n/a	1000	3.89	\$ 1.86	\$ 21.19	\$ 1.86	\$ 23.05	\$ 0.021	\$ 23.05	\$ 0.023

CERTIFICATE OF LIABILITY INSURANCE

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: MJ Insurance, Inc. PO Box 3430 Carmel, IN 46082-3430 317 805-7500. CONTACT NAME: MJ Insurance, Inc. PHONE (A/C, No, Ext): 317 805-7542 FAX (A/C, No): 317 805-7515 E-MAIL ADDRESS: certificate@mjinsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: National Union Fire Ins Co. of Pitts NAIC #: 19445 INSURER B: Travelers Property Casualty Co. of Amer NAIC #: 25674

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER: Board of Education of Prince George's County 13300 Old Marlboro Pike, RM 20 Upper Marlboro, MD 20772. 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: [Signature]