



Robert Johnson, Esq. Director

Office of Purchasing and Supply Services
Facilities Administration Building
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772
301-952-6560 Fax: 301-952-6605

NOTICE OF CONTRACT AWARD

July 31, 2018

Don Lee Farms
200 East Beach Avenue
Inglewood, CA 90302-3404
Telephone: 310.674.3180
Fax: 310.673.7008
Contact Email: Donald@donleefarms.com

Dariya Jackson
Telephone: 301.952.6726
Fax: 301.952.6605
Email: Dariya.Jackson@pgcps.org

SUBJECT: IFB 016-18 – USDA Food Processing of Products

Don Lee Farms has been selected as the vendor to provide services in accordance with the above-mentioned **IFB**. 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 **Don Lee Farms** 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.

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 **September 1, 2018 – August 31, 2019**.

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 three (3) additional one (1) year periods.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

See Contract Price -Page 5.

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(s) signed by the Purchasing Agent.

ALL PURCHASE ORDERS placed throughout the terms of the contract will require delivery/service in accordance with the offered time(s).

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.

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 the **IFB 016-18** for all applicable terms and conditions.

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 Safe Schools 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 Safe Schools.
- 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 offence 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 neglect or following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

CRIMINAL BACKGROUND CHECKS

1. GENERAL PROVISIONS

- A. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified below.
- B. The Vendor agrees to provide the designated PGCPD 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. PGCPD representative/project manager
- C. An Executed Contract will not be issued by the PGCPD Purchasing Department until proof has been provided that the background check and training requirements below have been completed 15 days following the issuance of Notice of Award.

Compliance with Laws

Vendors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Vendors' violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately

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.

This notice of award, plus the solicitation and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the **IFB 016-18** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

[Redacted Signature]

July 31, 2018

[Redacted Signature]

8/9/18

SIGNATURE

DATE

SIGNATURE

DATE

Donald S. Goodman

NAME

Robert Johnson

NAME:

President

TITLE

Director, Purchasing & Supply Services

TITLE

Goodman Food Products, Inc.
dba Don Lee Farms

FIRM

FOR THE BOARD OF EDUCATION
OF PRINCE GEORGE'S COUNTY
UPPER MARLBORO, MARYLAND 20772-998

Contract Pricing

IFB: 016-18

Group	Product Description (Short)	Description (Long)	Estimated Quantity	Brand Bid (Vendor)	Product Code	Pack Size Example: 30 lbs. CS	Pieces/ Serving	Serving Size = Example: 2.9 oz. 1 MMA/1 GRN	Component Contribution	Servings/ Case	Diverted Food Pounds/ CS	Diverted Food Cost/ CS	FFS/ Case OR	FFS/ Pound	Rabate Amount	w/Commodity Total Cost/ Case	w/Commodity Total 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 B: Processed Beef Products Using 100154																			
B-1	Beef Patty	Beef patty, no more than 20% fat. Low sodium; portion with no more than 120 mg sodium. Flame broiled, fully cooked, IQF. Each serving to provide a minimum of 2.0 oz. meat/meat alternate equivalent for NSLP. Packed 144/2.25 oz. Advance Pierre 3842 or equal.	3,500	CS	Don Lee Farms CNQ262253 K	33.75 Lbs. CS	1	2.25 oz.	2 MMA	240	41.37	\$95.90	\$24.50	0	n/a	\$120.40	\$0.50	\$119.81	\$0.50
B-6	Teriyaki Beef Strips/Dippers	Beef patty strips, flame broiled, fully cooked, glazed with teriyaki sauce, IQF. Approximately four (4) strips per serving. Each serving of 4 strips to provide a minimum of 2.0 oz. meat/meat alternate equivalent for NSLP. Portion to provide a minimum of 150 calories and no more than 420 mg of sodium. Packed 400/2.8 oz. Advance Pierre 3827 or equal.	2,500	CS	Don Lee Farms CNQTD0753	30 Lbs. CS	4/0.75 oz	3 oz.	2 MMA	160	26.7	\$61.90	\$23.73	0	n/a	\$85.63	\$0.53	\$84.60	\$0.53
P-1	Pork Rib Patty, BBQ	Pork Patty, no more than 20% fat, rib shaped, fully cooked, BBQ flavor, IQF. Each 2.25 oz. portion to provide a minimum of 2 oz. meat/meat alternate equivalent for NSLP. Portion to provide a minimum of 110 calories and no more than 300 mg of sodium. Packed 216/2.25 oz. Don Lee Farms CNQ582253P or equal.	1,700	CS	Don Lee Farms CNQ582253 P	30.38 Lbs. CS	1	2.25 oz.	2 MMA	216	38.06	\$42.32	\$31.90	0	n/a	\$74.22	\$0.34	\$78.68	\$0.36
P-2	Pork Sausage Biscuit	Pork Sausage Biscuit, pork with no more than 20% fat, fully cooked, heat and serve, individually wrapped. Biscuit made with a minimum 51% whole grains. Each 2.45 oz. portion to provide a minimum of 110 calories and no more than 170 calories and no more than 330 mg of sodium. Packed 144/2.45 oz. Don Lee Farms QSC295P or equal.	3,800	CS	Don Lee Farms QSC295P	22.05 lbs CS	1	2.45 oz.	1 MMA, 1B	144	18.53	\$20.60	\$57.33	0	n/a	\$77.93	\$0.54	n/a	n/a
P-3	Sunrise Sausage & Cheese Breakfast Sandwich	Breakfast sandwich made with whole wheat white bun, pork sausage that is no more than 20% fat, and low fat cheese. Fully cooked, heat and serve, individually wrapped. Bun made with a minimum 51% whole grains. Each 2.37 oz. portion to provide a minimum of 1 oz. meat/meat alternate equivalent and 1.0 oz. eq grain for NSLP. Portion to provide a minimum of 155 calories and no more than 320 mg of sodium. Packed 144/2.37 oz. Don Lee Farms QSC328P or equal.	3,000	CS	Don Lee Farms QSC328P	21.33 lbs CS	1	2.37 oz.	1 MMA, 1B	144	17.33	\$19.27	\$66.12	0	n/a	\$85.39	\$0.69	n/a	n/a
P-4	Pork Sausage Patty	Pork Sausage Patty, no more than 20% fat, fully cooked, IQF. Each 1.2 oz. portion to provide a minimum of 1 oz. meat/meat alternate equivalent for NSLP. Portion to provide a minimum of 60 calories and no more than 125 mg of sodium. Packed 30 lbs. Don Lee Farms CNQ791203P or equal.	2,600	CS	Don Lee Farms CNQ791203 P	30 Lbs. CS	1	1.2 oz.	1 MMA	400	40	\$44.48	\$25.50	0	n/a	\$69.98	\$0.17	\$67.80	\$0.17
P-5	Pork Pancake Wrap on a Stick	Pancake batter made with 51% whole grains wrapped around a maple flavored pork sausage link that is no more than 20% fat with a stick it. Fully cooked, IQF. Offered IV and Bulk. Each 3.0 oz. portion to provide a minimum of 1 oz. meat/meat alternate equivalent and 1.25 oz equivalent grain for NSLP. Portion to provide a minimum of 175 calories and no more than 470 mg of sodium. Packed 30 lbs. Don Lee Farms CNQ791303P or equal.	1,000	CS	Don Lee Farms CNQ71303P	27 Lbs CS	1	2.70 oz.	1 MMA, 1.25 B	160	22.38	\$24.88	\$43.20	0	n/a	\$68.08	\$0.43	\$37.30	\$0.52