



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

**Peterson Farms Fresh, Inc.**  
3104 W. Baseline Road  
PO Box 95, Shelby, MI 49455  
Telephone: 231.861.7101  
Fax: 231.861.2274  
Contact Email: [JRiegler@petersonfarmsinc.com](mailto:JRiegler@petersonfarmsinc.com)

**Dariya Jackson**  
Telephone: 301.952.6726  
Fax: 301.952.6605  
Email: [Dariya.Jackson@pgcps.org](mailto:Dariya.Jackson@pgcps.org)

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

**Peterson Farms Fresh, Inc.** 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 **Peterson Farms Fresh, 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.

#### **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 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
- C. An Executed Contract will not be issued by the PGCPS 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 upon delivery of written notice of termination to Vendor.

**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]                      8/7/18  
SIGNATURE    DATE

Jennifer Riegler  
NAME

Regional Sales Manager  
TITLE

Peterson Farms Fresh, Inc.  
FIRM

[Redacted Signature]                      8/28/18  
SIGNATURE    DATE

Robert Johnson  
NAME:

Director, Purchasing & Supply Services  
TITLE

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

CONTRACT PRICING

Group	Product Description (Short)	Description Long	Estimated Quantity	Brand/Unit	Product Code	Pack Size	Pieces/ Serving	Serving Size =	Component Contribution	Servings/ Case	Inverted Food Pounds/ CS	Inverted Food Cost/ CS	FFS/ Case OR	FFS/ Pound	Rebate Amount	or/Commodity Total Cost/ Case	or/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	s	t		
GROUP A: Processed Apple Products Using 19948																					
A-1	Applesauce Cup, Natural	Unsweetened Applesauce Single serve, pre-portioned, pre-packaged cups. No added sugars. All natural. No artificial colors or flavors. Each 4.5 oz. serving provides 1/2 cup fruit for NSLP. Packed 9948 or Peterson Farms ASA 10021 or equal.	12,000	CS	Peterson	ASA10001	27 Lbs	CS	1.00	4.5 oz.	1/2 cup fruit	96	15	6.78	\$18.25	\$0.00	\$6.78	\$23.03	\$0.24	\$18.25	\$0.20
A-2	Applesauce Cup, Flavored	Unsweetened, Flavored Applesauce to include, but not limited to: Cinnamon, Strawberry, Peach, and Cherry. Single serve, Pre-portioned, pre-packaged cups. No added sugars. All natural. No artificial colors or flavors. Each 4.5 oz. serving provides 1/2 cup fruit for the NSLP. Packed 9948 or Peterson Farms ASA 10013, ASA 10014, ASA 10017 or equal.	12,000	CS	Peterson	ASA10013 ASA10014 ASA10015 ASA10017 ASA10020	27 Lbs	CS	1.00	4.5 oz.	1/2 cup fruit	96	15	6.78	\$18.25	\$0.00	\$6.78	\$23.03	\$0.24	\$18.25	\$0.20
		List available Flavors: Cinnamon, Strawberry, Strawberry Berries, Peach, Mixed Berry																			
A-3	Applesauce Cup, Flavored	Sweetened, Flavored Applesauce to include, but not limited to: Blue Raspberry and Watermelon. Single serve, Pre-portioned, pre-packaged cups. No added sugars. All natural. No artificial colors or flavors. Each 4.5 oz. serving provides 1/2 cup fruit for the NSLP. Packed 9948 or Peterson Farms ASA 10008, ASA 10018 or equal.	8,000	CS	Peterson	ACA10008 ACA10018	27 Lbs	CS	1.00	4.5 oz.	1/2 cup fruit	96	15	6.78	\$18.25	\$0.00	\$6.78	\$23.03	\$0.24	\$18.25	\$2.04
		List available Flavors: Blue Raspberry, Watermelon																			
A-4	Apple Slices, Fresh	Apples, Fresh, Sliced U.S. No. 1 or better. Ready to eat, pre-washed, cored, and stemmed. Pre-portioned, pre-packaged. All natural. No artificial colors or flavors. Each 2.0 oz. serving provides 1/2 cup fruit for the NSLP. Packed 10022 or Peterson Farms 210001 or equal.	35,000	CS	Peterson	WT11 WT10102 JWA Commodity Code # 210001	12.5 Lbs	CS	1.00	2 oz.	1/2 cup fruit	100	19.24	8.7	\$10.74	\$0.05	\$8.70	\$19.44	\$0.19	\$10.44	\$0.19

*QR*  
8/17/18