



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

Yang's 5th Taste
9658 Remer Street
South El Monte, CA 91733
Tel: 909-451-6565
Contact: Adriana Briones
Contact Email: adriana@yangs5thtaste.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

Yang's 5th Taste 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 **Yang's 5th Taste** 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 PGCPSS property or engaging in any authorized activities involved PGCPSS students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPSS satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCPSS 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 PGCPSS 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 neglect or following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

CRIMINAL BACKGROUND CHECKS

I. 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 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:

~~Signature~~ 8/8/18
SIGNATURE DATE

~~Signature~~ 8/26/18
SIGNATURE DATE

Adriana Briones
NAME

Robert Johnson
NAME:

Bid Manager
TITLE

Director, Purchasing & Supply Services
TITLE

Out of the Shell, LLC d.b.a Yangs 5th Taste
FIRM

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

Group	Product Description (Short)	Description (Long)	Estimated Quantity	Brand Bld (Vendor)	Product Code	Pack Size	Pieces/ Serving	Serving Size = Example: 2.9 oz. 1 MUMA/1 GRN	Serving Component Contribution	Servings/ Case	Diverted Food Pounds/CS	Diverted Food Cost/CS	FFS/ Case OR	FFS/ Pound	Rebate 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	s	t
GROUP 1: Processed Chicken Products Using 100113, Chicken Leg																			
I-1	Chicken, Breaded, General Tso's	Chicken made with dark meat chicken chunks and breaded with whole grains. No Peanuts. Fully cooked, KOF. General Tso's sauce with MSG, artificial coloring or flavorings. Chicken and sauce packed separately. Each 3.6 oz serving 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 450 mg of sodium. Packed 42 lbs. Yang's 5th Taste 852724155630 or equal	1,000 CS	Yang's	8-52724-155630	43.5# CS 3.6 oz.	192	3.6 oz.	2 MUMA	192	36.05	18.1	\$ 53.33	n/a	n/a	\$ 111.43	\$ 0.58	\$ 111.43	\$ 0.58
I-3	Chicken, Breaded, Mandarin Orange	Chicken made with dark meat chicken chunks and breaded with whole grains. Fully cooked, KOF. Mandarin Orange sauce with MSG, artificial coloring or flavorings. Chicken and sauce packed separately. Each 3.6 oz serving 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 300 mg of sodium. Packed 42 lbs. Yang's 5th Taste 852724155524 or equal	2,000 CS	Yang's	8-52724-155524	43.5# CS 3.6 oz.	192	3.6 oz.	2 MUMA	192	36.05	18.1	\$ 53.33	n/a	n/a	\$ 111.43	\$ 0.58	\$ 111.43	\$ 0.58
I-5	Chicken, Unbreaded, Teriyaki	Chicken strips made with leg meat, fully cooked, grilled, marinated, KOF. Teriyaki sauce with MSG, artificial coloring or flavorings. Must be gluten free. Chicken and sauce packed separately. Each 2.4 oz serving to provide a minimum of 2.0 oz. meat/meat alternate equivalent for NSLP. Portion to provide a minimum of 100 calories and no more than 350 mg of sodium. Packed 42 lbs. Yang's 5th Taste 852724155590 or equal.	2,000 CS	Yang's	8-52724-155590	42 lbs CS 2.4 oz.	240	2.4 oz.	2 MUMA	240	45.92	21.84	\$ 80.95	n/a	n/a	\$ 102.79	\$ 0.43	\$ 120.79	\$ 0.43

Handwritten signature/initials