



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

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PGCPS PURCHASING OFFICE

July 31, 2018

Cloverland Farms Dairy
2701 Loch Raven Road
Baltimore, Maryland 21218
Telephone: 410-235-4477
Contact Email: jcella@cloverlanddairy.com

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

SUBJECT: IFB 030-18 – Dairy Products

Cloverland Farms Dairy 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 **Cloverland Farms Dairy** 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 **August 1, 2018 – July 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 two (3) additional one (1) year periods.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is **\$6,186,589.75**

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).

IFB 030-18**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 030-18** 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.

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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.

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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 030-18 for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

[Signature] 8/7/18
SIGNATURE DATE

[Signature] 8/28/18
SIGNATURE DATE

James A. Cella
NAME

Robert Johnson
NAME:

Vice President Dairy Operations
TITLE

Director, Purchasing & Supply Services
TITLE

CLOVERLAND FARMS DAIRY
FIRM

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

Cloverland Farms Dairy

Notice of Award

Contract Pricing
IFB 030-18

Item #	Description	Pack Size (Units/Case)	Estimated Usage	Brand Name	Product Code Number	Pack Size (Units/Case)	Total Cost Per Case	Cost Per Unit	Extended Total Cost
a	b	c	d	e	f	g	h	i	j
Group A: MILK									
A-1	MILK, CHOCOLATE, Non Fat, 1/2 Pint Cartons, Grade A, Homogenized, Pasteurized, and Fortified with Vitamin A and D. Must have less than or equal to 22 gm of sugar per 8 oz.	50/CS	1,600	Cloverland Dairy	1633	50	\$10.00	\$0.20	\$16,000.00
A-2	MILK, CHOCOLATE, Non Fat, 1/2 Pint Plastic Bottle, Grade A, Homogenized, Pasteurized, and Fortified with Vitamin A and D. Must have less than or equal to 22 gm of sugar per 8 oz.	50/CS	175,000	Cloverland Dairy	1635	50	\$12.00	\$0.24	\$2,100,000.00
A-3	MILK, LACTOSE FREE, 1/2 Pint Plastic Bottles	50/CS	500	Lacto	1685	12	\$6.12	\$0.51	\$3,060.00
A-4	MILK, STRAWBERRY, Non Fat, 1/2 Pint Carton, Grade A, Homogenized, Pasteurized, and Fortified with Vitamin A and D. Must have less than or equal to 22 gm of sugar per 8 oz.	50/CS	1,200	Cloverland Dairy	1655	50	\$10.50	\$0.21	\$12,600.00
A-5	MILK, STRAWBERRY, Non Fat, 1/2 Pint Plastic Bottle, Grade A, Homogenized, Pasteurized, and Fortified with Vitamin A and D. Must have less than or equal to 22 gm of sugar per 8 oz.	50/CS	56,000	Cloverland Dairy	1660	50	\$12.50	\$0.25	\$700,000.00
A-6	MILK, WHITE, 1% Low FAT, 1/2 Pint Carton, Grade A, Homogenized, Pasteurized, and Fortified with Vitamin A and D. Milk shall not be fortified with additional milk solids.	50/CS	500	Cloverland Dairy	1458	50	\$9.50	\$0.19	\$4,750.00
A-7	MILK, WHITE, 1% Low FAT, 1/2 Pint Plastic Bottle, Grade A, Homogenized, Pasteurized, and Fortified with Vitamin A and D. Milk shall not be fortified with additional milk solids.	50/CS	80,000	Cloverland Dairy	1459	50	\$11.50	\$0.23	\$920,000.00
A-8	MILK, WHITE, 1% Low-fat GALLON, Grade A, Homogenized, Pasteurized, and Fortified with Vitamin A and D.	1 GALLON	10	Cloverland Dairy	1425	4	\$10.60	\$2.65	\$26.50
A-9	MILK, WHITE, Non FAT, 1/2 Pint Carton, Grade A, Homogenized, Pasteurized, and Fortified with Vitamin A and D.	50/CS	25	Cloverland Dairy	1674	50	\$9.00	\$0.18	\$225.00
A-10	MILK, WHITE, Non FAT, 1/2 Pint Plastic Bottle, Grade A, Homogenized, Pasteurized, and Fortified with Vitamin A and D.	50/CS	25,000	Cloverland Dairy	1650	50	\$11.00	\$0.22	\$275,000.00
Group A Extended Total Cost									\$4,031,661.50

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Item #	Description	Pack Size (Units/Case)	Estimated Usage	Brand Name	Product Code Number	Pack Size (Units/Case)	Total Cost Per Case	Cost Per Unit	Extended Total Cost
Group B: JUICE									
B-1	JUICE, 4 oz, APPLE, 100% fruit juice, pasteurized, pre-packaged cartons.	75/CS	62,000	Cloverland Dairy	7580	75	\$12.00	\$0.16	\$744,000.00
B-2	JUICE, 4 oz, GRAPE, 100% fruit juice, pasteurized, pre-packaged cartons.	70/CS	20,000	Cloverland Dairy	7720	70	\$14.00	\$0.20	\$280,000.00
B-3	JUICE, 4 oz, ORANGE, 100% fruit juice, pasteurized, pre-packaged cartons.	75/CS	64,000	Cloverland Dairy	7237	75	\$13.50	\$0.18	\$864,000.00
B-5	JUICE, 6 oz, ORANGE, 100% fruit juice, pasteurized, pre-packaged cartons.	50/CS	450	Cloverland Dairy	7233	50	\$11.00	\$0.22	\$4,950.00
Group B Extended Total Cost									\$1,892,950.00
Group C: YOGURT									
C-1	YOGURT, 4 oz, FLAVORED, made with cultured pasteurized Grade A low fat or non fat milk; contains no more than 15 grams of sugar per 4 oz. serving. Individual portion must meet 1 meal/treat alternate for NSLP. Must have Strawberry and Strawberry Banana flavor, at minimum. No artificial color, flavors or high fructose corn syrup. Gluten free.	48/CS	17,000	Dannon	5101	48	\$14.88	\$0.31	\$252,960.00
List all Flavors Available: Straw/Ban									
C-2	YOGURT, 5 Lb., PLAIN, LOWFAT, made with cultured pasteurized Grade A low fat or non fat milk.	2/5 LBS	200	Upstate Farms	4050	4	\$24.40	\$6.10	\$1,220.00
C-3	YOGURT, 5 Lb., VANILLA, LOWFAT, made with cultured pasteurized Grade A low fat or non fat milk. No high fructose corn syrup. Gluten free.	5 LBS	1,000	Upstate Farms	4051	4	\$26.00	\$6.50	\$6,500.00
Group C Extended Total Cost									\$260,680.00

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Item #	Description	Pack Size (Units/Case)	Estimated Usage	Brand Name	Product Code Number	Pack Size (Units/Case)	Total Cost Per Case	Cost Per Unit	Extended Total Cost
Group D: OTHER									
D-1	BUTTERMILK, Grade A, Homogenized, Pasteurized, 1 Quart	1 QUART	600	Cloverland Dairy	1956	16	\$16.80	\$1.05	\$630.00
D-2	COTTAGE CHEESE, Grade A, Small Curd, 2% Low Fat, 5 Lb Bulk	5 LBS	5	Upstate Farms	3390	4	\$29.00	\$7.25	\$36.25
D-4	EGGS, Fresh, Large, Grade A	1 DOZEN	20	Sauders	9610	15	\$24.00	\$1.60	\$32.00
D-6	SOUR CREAM, 5 Lbs, Bulk, Grade A	5 LBS	80	Upstate Farms	3130	4	\$30.00	\$7.50	\$600.00
Group D Extended Total Cost									\$1,298.25
Total Contract Award									\$6,186,589.75