



Board of Education of Prince George's County  
Louis Wilson, Sr. 13300 Old Marlboro Pike, Room 20  
Upper Marlboro, MD 20772

**IFB PUR-006-23 FRESH PRODUCE**

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**ISSUED BY:** Purchasing & Supply Services  
Attention: Donna Parks, Buyer

**IFB NUMBER:** IFB PUR-006-23

**RELEASE DATE:** December 15, 2022

**PRE-BID MEETING:** N/A

**BID DUE DATE:** January 18, 2023 @ 2:00 pm

**DIRECT INQUIRIES TO:** Gabrielle Johnson and Diane Forde

Phone: 301.952.6560  
Fax: 301.952.6726  
E-mail: [Donna.Parks@pgcps.org](mailto:Donna.Parks@pgcps.org)  
[Gabby.Johnson@pgcps.org](mailto:Gabby.Johnson@pgcps.org)

**BID DOCUMENTS**

The bid documents may be obtained by:

1. Downloading the document from the Prince Gorge's County Public School Board's website at: [www.pgcps.org](http://www.pgcps.org) or clicking on the following link: <https://offices.pgcps.org/purchasing/bids.aspx>
2. Access solicitations on eMaryland Marketplace @ <https://ebidmarketplace.com/>
3. Contact the Purchasing Department at 301-952-6560.
4. Visiting the Purchasing Department between the hours of 9:00 AM and 4:00 PM, Monday through Friday, excluding holidays. The Purchasing Department is located at 13300 Old Marlboro Pike, Room 20, Upper Marlboro, MD 20772-9983.

Bidders are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation, doing so may render a Bidder's bid unacceptable and subject to rejection.

Questions and inquires maybe addressed as outlined in Part II, Item 4 of this solicitation. All questions must be in writing and directed to the Buyer specified above. Failure to adhere to this requirement may subject the bidder to immediate disqualification.

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## **PART I: SCOPE OF WORK**

### **1.0 INTRODUCTION**

This Invitation for Bid (IFB) is soliciting bids for **FRESH PRODUCE**. The specifications are contained in the Invitation for Bid. Responses submitted must meet or exceed all requirements. Bids that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

### **2.0 BACKGROUND**

The Board Of Education of Prince George's County (The Board) serves the needs of public education in Prince George's County, covering approximately 1,789 square miles, with a residential population of more than 904,430. It is the second largest public school system in the State of Maryland. The Board operates 240 facilities over a ten-mile radius, which includes Pre-k, elementary, middle, and high schools as well as special education centers and alternative schools. The Central administration headquarters is located at 14201 School Lane, Upper Marlboro, Maryland.

The Board currently has approximately 132,000 students, 19,600 employees and an annual operating budget of \$2.2 billion.

### **3.0 SCOPE OF WORK**

The BOARD requests bids for **FRESH PRODUCE**. The specifications are contained in the Invitation for Bid, Part IV Scope of Work. Responses submitted must meet or exceed all requirements. Bids that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

### **4.0 NON-EXCLUSIVE**

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 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.

### **CONTRACTORS IN LEGAL PROCEEDINGS WITH PGCPs**

PGCPS recognizes the significant costs and imposition on the time of personnel associated with legal proceedings. Accordingly, PGCPS has adopted a process stating that:

“One factor, among others, that are to be considered when awarding a contract or purchase order is the existence of a pending legal dispute – whether in court or an alternative dispute forum – with any contractor or vendor which has submitted a bid or proposal. Before including consideration of the legal dispute as a factor, the Procurement Officer shall seek the advice of the Office of General Counsel regarding the legal dispute and shall obtain the concurrence of the CEO or his designee.”

## PART II: GENERAL TERMS AND CONDITIONS

### 1.0 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected vendor agrees not to disclose or knowingly use any confidential or proprietary information of the Board and/or third-party participant.

Bid submissions are subject to the Maryland Public Information Act (Education Article, Maryland Annotated Code, §10-611, et seq.). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your bid as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

### 2.0 TERM OF AGREEMENT

The anticipated terms of this contract shall be one (1) year from date of award.

The bidder warrants that prices for the bid under this IFB are not higher than prices currently extended to any other governmental agency for the same product or service.

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 four (1) additional one (1) year periods.

### 3.0 PRE-BID MEETING (N/A)

A pre-bid meeting is NOT scheduled.

### 4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing in WORD format via email to [Ann.Harrison@pgcps.org](mailto:Ann.Harrison@pgcps.org) and [Diane.Forde@pgcps.org](mailto:Diane.Forde@pgcps.org). To be given consideration, the questions must be received **NO LATER THAN January 6, 2023, 2:00 p.m., EST**. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on PGCPs website [www.pgcps.org/Purchasing](http://www.pgcps.org/Purchasing) and [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com). Please do not submit question in PDF format.

- Questions Due January 6, 2023
- Addendum Posted January 11, 2023

### 5.0 POINT OF CONTACT

Gabrielle Johnson, Buyer  
Purchasing Office  
E-mail: [Donna.Parks@pgcps.org](mailto:Donna.Parks@pgcps.org)  
[Gabby.Johnson@pgcps.org](mailto:Gabby.Johnson@pgcps.org)

### TECHNICAL CONTACT

Patrice Puertollano  
Food and Nutrition Services  
**No Contact Allowed**

## 6.0 CONTRACT MONITOR/BOARD SUPERVISION

The Contractor's performance will be under the direction of the Buyer/Requesting Department who will be responsible for ensuring contractor's compliance with the requirements of this contract to include managing the daily activities of the contract, providing guidance to the contract, and coordination. The Contractor shall be accountable to the end users on all matters relating to the scope of work.

## 7.0 CONTRACT TYPE

The contract resulting from this solicitation will be a fixed-price contract for the initial term of the contract.

## 8.0 PAYMENT TERMS (See Part IV for appropriate invoicing procedures)

The Contractor shall submit an invoice detailing the product or services provided and the actual costs incurred. Payment shall be in accordance with line item price on the purchase order and made within Net 30 days upon receipt of invoice.

The Board reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract.

## 9.0 INVITATION FOR BID (IFB) REVISIONS

Should it become necessary to revise any part of this IFB, addenda will be posted on PGCPs [www.pgcps.org/purchasing](http://www.pgcps.org/purchasing) and [www.marylandmarketplace.com](http://www.marylandmarketplace.com). All addenda, amendments or changes issued shall be deemed received by bidder provided they are posted to eMaryland Marketplace or the Board website. Failure of any bidder to receive or acknowledge receipt of such addenda or interpretation shall not relieve any bidder from any obligations under this IFB as amended by all addenda. All addenda so issued shall become part of the award.

## 10.0 BID OPENING

**NOTE: DUE TO COVID-19 PANDEMIC RESTORATIONS, BID OPENINGS WILL NOT BE OPEN TO THE PUBLIC. SEE ABOVE SECTION 10.0 SUBMISSION DEADLINE FOR INSTRUCTIONS ON ELECTRONIC SUBMISSIONS.**

The Board shall receive sealed bids until the bid due date indicated on the bid front cover sheet and Section II.10. At the time of the bid opening (as directed on the front cover sheet and in Section II.10), the Buyer or designee shall open all bids received, and record all responses.

Due to the bid openings not being opened, publicly a copy of the bid tabulations will be made available to all interested vendors, upon written request submitted to: [Ann.Harrison@pgcps.org](mailto:Ann.Harrison@pgcps.org) and [Diane.Forde@pgcps.org](mailto:Diane.Forde@pgcps.org).

Please refer to PGCPs website and **eMaryland MarketPlace Advantage** for updates and details on bid opening.

## 11.0 DURATION OF BID

A bid submitted in response to this solicitation is binding upon the bidder and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial bids.

## 12.0 MINORITY BUSINESS ENTERPRISE PROGRAM

Prince George's County Public Schools has a Minority Business Enterprise (MBE) Program in effect. Information about this program and forms for compliance can be downloaded online at: <http://www.pgcps.org/generalcounsel/>, click on "Administrative Procedures," then click on Business and Non-Instructional Operations -3000 for Administrative Procedure 3325 and attachments. All vendors submitting a proposal must complete the appropriate forms and submit the forms with their proposal. For this project, the BOARD will recognize minority certification from the State of Maryland Department of Transportation (MDOT); Prince George's County Government and Washington Metropolitan Area Transit Authority (WMATA). For additional information contact the Minority Business Office at 301-952-6563.

- A. The Board of Education of Prince George's County Administrative Procedure No. 3325 is applicable and will be part of the Bid Requirements. Forms to be used by all bidders for the applicable procedure will be attached to each response. The "Minority Business Enterprise Utilization Affidavit," **MUST BE SUBMITTED AT THE TIME OF BID OPENING**. Failure to adhere to the guidelines outlined in this procedure, may result in your firm being ruled non-responsive and may jeopardize any future awards.
- B. The contractor or supplier who provides materials, supplies, equipment, service and construction for this project shall attempt to achieve the minimum overall **MBE goal of 15%** of the total dollar value of the contract for this project from certified minority business enterprises (MBE), either directly or indirectly. The respondent agrees that this amount of the contract will be performed by certified minority business enterprises.
- C. Only those businesses registered in the Purchasing. I Supplier database and listed in the Minority Business Enterprise Office directory for the Board of Education of Prince George's County as a certified minority vendor at the time of any respective proposal opening, shall be recognized as a "Certified Minority Business." If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT), Prince George's County Government (SDDD) and/or Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board's Purchasing Office prior to any respective proposal opening.
- D. The Board of Education of Prince George's County strongly encourages its Contractors to maximize the use of qualified locally based minority and women owned business within the geographical boundaries of Prince George's County. The respondent or proposer should be able to verify, through documentation that good faith efforts were engaged to maximize the use of qualified local minority and women owned businesses in Prince George's County. Documentation of good faith efforts may be required to be submitted in the sealed proposal or proposal packet on the date and at the time due for the respective proposal or proposal submittal. Prime Contractor may be prosecuted if they fail to comply with the law. The Board is required under the law to report the violation.

Prime Contractor may be prosecuted if they fail to comply with the law. The Board is required the law to report the violation.

**LOCAL MBE INITIATIVE:** In accordance with Prince George's County School goals promoting minority and locally based purchases, if all other factors are equal, priority shall be given to a locally based firm. "Locally based firm" in this instance refers to a company or firm with a primary business address located within the geographical boundaries of Prince George's County.

**MINORITY BUSINESS ENTERPRISE PROGRAM – PROHIBITIONS:** State Law HB 389 and SB 611, Prime Contractors are prohibited by law from including a certified MBE in a bid or proposal without requesting, receiving, or obtaining the MBE's authorization. The contractor must also use the MBE's services to perform the contract. In addition, the contractor may not pay the MBE solely for the use of its name in the bid or proposal.

Prime Contractor may be prosecuted if they fail to comply with the law. The Board is required under the law to report the violation.

### **13.0 E- COMMERCE**

eMaryland Marketplace Advantage

<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage> is the primary site for the Board to transmit solicitations over \$25,000. This website also serves to publish any addenda, associated materials, bidder questions and The Board's responses and other solicitation related information.

Notices of solicitations are also posted on our website <https://www.pgcps.org/purchasing/bids.aspx> in accordance with State Finance and Procurement Article 13-103 Competitive Sealed Bids, Article 13-104 Competitive Sealed Proposals, and Article 13-107 Sole Source Procurements.

The eMaryland Marketplace law became effective on June 1, 2008 and requires units of State government, including those otherwise exempt from State procurement law, and all local government entities, to publish **notices** of procurement and procurement **awards** on the State's e-commerce website eMaryland Marketplace Advantage (eMMA).

Bidders wishing to do business with the BOARD are asked to register with the Purchasing Department. The successful bidder must be an active vendor in Oracle to receive Purchase Orders and Payment. Instructions on how to register are detailed on the Purchasing website @ <http://www.pgcps.org/isupplier/>.

Prince George's County Public Schools does not discriminate in educational programs, activities or employment on the basis of race, color, national origin, sex, age, religion or disability. Bidders will be required to comply with all applicable requirements pertaining to fair labor, state and local government.

### **14.0 INSURANCE**

Failure to provide the required insurance coverage by either of the two (2) methods described in Appendix E when the bid is submitted may result in rejection of your bid as being non-responsive.

## **15.0 LIQUIDATED DAMAGES (See Part IV Scope of Work for additional information)**

The successful respondent accepts this contract with the understanding that should they fail to complete the work/delivery in an acceptable manner and in the time stated, they shall be subject to the payment of liquidated damages as stated in the bid document.

## **16.0 FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS**

### **Employees Having Direct Contact with Students:**

- A. Any and all current and future employees of Consultant 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 Sasser 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 of Consultant must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- D. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a services to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. Consultant shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPs upon request.

## **17.1 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 neglecter following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.



## 18.0 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:
1. title of the project
  2. school/office
  3. solicitation number
  4. contract number; and
  5. PGCPs representative/project manager

## 19.0 BONDING (N/A)

Bidders may be required to submit a bid bond in the amount of five percent (5%) as determined by the BOARD and specified in the IFB, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K. (COMAR21.06.07.10)

The Bond must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

### **PERFORMANCE AND LABOR BOND**

The successful respondent may be required to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the IFB, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceeds 100K. (COMAR 21.06.07.10) The Board reserves the right to request performance and labor bond.

The Bond, Cashier's or Certified Check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

Checks in the amounts stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Purchasing Director. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds, they should be separate checks, and they should clearly designate the purpose (i.e.; performance or labor). Checks, if submitted, will be deposited in the Board non-interest bearing bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the Board's bank account(s) for the full amounts of both checks. This requirement may be modified in General Conditions attached to a bid. Bonds must be approved by surety companies that are in the most current Circular 570, Surety Companies Acceptable on Federal Bonds as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20011. If a bonding company is used that is not on the most current Circular 570, the vendor will be contacted to obtain a bond from an approved surety company, and resubmit it to the Purchasing Director within ten (10) working days after the approval of the bid by the Board. Upon receipt and approval of the performance bond and/or payment bond or the checks, an official purchase order will be issued and a contract initiated where appropriate.

## **20.0 TERMS AND CONDITIONS**

Any contract entered in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein.

It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and county laws, rules, ordinances, statutes, etc., that may impact this contract. The Board shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, The Board may find said Contractor in default.

In the event of conflict between the General Terms and Conditions and any part or portion of the Special Conditions (Appendix A), these General Conditions shall take precedence.

In the event of conflict between this solicitation any of the General Terms and Conditions proposed by any bidder, or incorporated in any acknowledgement of contract awarded to the successful bidder, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Director of Purchasing & Supply Services, Prince George's County Public Schools.

## **21.0 BASIS OF AWARD**

Contract(s) shall be awarded to the qualified, lowest responsible and responsive bidder(s) offering the lowest bid price per item, group, or aggregate.

Pricing shall remain firm for one (1) year, the initial term of the agreement.

## **22.0 OPTION TO RENEW CONTRACT PERIOD**

- A. 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 four (4) additional one (1) year periods.
- B. The Board expects all vendors to provide year over year cost reductions recommendations.
- C. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- D. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- E. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Prince George's County Public Schools.

## **23.0 STATE OF MARYLAND CERTIFICATE OF GOOD STANDING**

Bidder shall submit a State of Maryland Certificate of Good Standing or other State of Maryland issued documentation verifying the bidder is in Good Standing with the Department of Assessment and Taxation of Maryland and/or registered to do business in the State of Maryland.

**Certificates of Status may be obtained on-line at <http://www.dat.state.md.us>.**

This requirement applies to both Domestic and Foreign (out of state) Bidders. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

## **24.0 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.

## **PART III: BID SUBMISSION REQUIREMENTS**

### **1.0 GENERAL FORMAT**

**Submission of the bid response is via electronic portal, eMaryland MarketPlace Advantage as well as one (1) original hardcopy and one (1) copy submittal is required. Only bids that are submitted via eMMA will be utilized during the evaluation process. Bids that are not submitted via this portal will be ruled non-responsive.**

It is the Respondent's responsibility to submit their bids on time via the electronic portal. It is also the Respondent's responsibility to ensure the proposal has been uploaded properly on eMMA. Therefore, it is recommended that Bidders become familiar with this portal as well as the submission process prior to the due date and time of this solicitation. Any questions regarding how to submit bids via the electronic portal shall be directed to eMMA.

PGCPS reserves the right to request proof of submission of the bid response submitted via the electronic portal.

1. Vendors shall also mail bids and provide (1) original hardcopy and one (1) copy submittal, shall allow sufficient carrier delivery time to ensure timely receipt of their proposal in the Office of Purchasing & Supply Services prior to the deadline. Any proposal received in the Purchasing Office after the submission deadline, will be returned unopened. Delivery to the Board's mailroom, lobby, etc. shall constitute delivery to the Purchasing Office located at 13300 Old Marlboro Pike, Room 20, Upper Marlboro, MD 20772-9983.

Bid submission shall be labeled on the outside of each submitted package with the following:

- Bidder's name and business address;
- Bid Due Date/Time for receipt of Bids, and
- Invitation for Bid (IFB) number and Title

2. eMaryland Marketplace Advantage:

<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

NOTE: Vendors/Bidders/Proposers will be required to submit hard copies with original signatures when required/requested by the PGCPS Purchasing Department.

Each bid must include a Transmittal Letter and Table of Contents. All pages must be numbered consecutively from beginning to end and separated by tabs as described below:

1. **TRANSMITTAL LETTER (TAB A):** Bids are to be accompanied by a brief transmittal letter prepared on the bidder's letterhead, and signed by an individual who is authorized to commit the Bidder to the services and requirements in the IFB. This transmittal letter shall include:
  - a. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the bidder to the contract, who will receive all official notices concerning this IFB.

- b. The bidder's Federal Tax Identification Number or Social Security Number.
2. **FISCAL INTEGRITY (TAB B):** Bidder shall submit a State of Maryland Certificate of Good Standing or other filing verifying the bidder is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained on line at <http://www.dat.state.md.us>. This requirement applies to both Domestic and Foreign Bidders (out of state). Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.
3. **FORMS (TAB C): (include the following)**
  - a. Certificate of Status (State of Maryland Certificate of Good Standing with the Department of Assessments and Taxation)
  - b. Completed Non-Collusion Certificate (Notarized) (Appendix B)
  - c. Completed Debarment Affidavit (Notarized) (Appendix C)
  - d. Completed Anti-Bribery Affidavit (Notarized) (Appendix D)
  - e. Completed Certificate of Insurance (Appendix E)
  - f. Completed Pricing Confirmation (Appendix F)
  - g. Completed Addenda Acknowledgement form (Appendix G)
  - h. Completed MBE Document (Appendix H) including Administrative Procedure 3325
  - i. References (Appendix I)
4. **ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH BID (TAB D):**
  - a. Value Pass-Through System Procedures (USDA Foods) -- See Part IV, Section 2.3 of the IFB for more information
  - b. HACCP Compliance Procedures and Food Safety Plan – See Part IV, Section 2.6 of the IFB for more information
  - c. Recall Procedures -- See Part IV, Section 2.7 of the IFB for more information
  - d. Product Specification Sheets (See Part IV, Section 4.2 for more information)
  - e. Attachment E -- Bid Forms A and B (Excel Document): Bidders shall enter all information requested in typewritten format on the Excel electronic spreadsheet provided with this solicitation. Bidders shall not modify or delete formula embedded in the Excel spreadsheet. Do not submit in pdf.

**Failure to provide any of the requested information or documents in this solicitation may render the bid non-responsive.**

## **PART IV SCOPE OF WORK**

### **1.0 General Information**

The specifications contained herein are intended to cover the furnishings and delivery of **FRESH PRODUCE** for Prince George's County Public Schools (PGCPS), Department of Food and Nutrition Services (FNS) Cafeterias (See Attachment A), F.O.B., destination, freight included. The total quantities indicated herein are estimated quantities. Orders will be placed on an as needed basis. The Board will not be bound to order the items in the quantities stated and the contractor(s) will be required to furnish any and all items in the quantities ordered. The actual quantities and delivery points will be as specified in the PURCHASE ORDER(S) issued against this contract.

### **2.0 Technical Specifications**

#### **2.1 Compliance with Regulations**

All products specified herein shall comply with all regulations of the Maryland Health Department, the United States Department of Agriculture (USDA), the Prince George's County Health Department, and the requirements of the Federal Food, Drug, and Cosmetic Act and the regulations promulgated there under.

#### **2.2 USDA Processed Donated Foods**

The school district diverts raw USDA Foods to approved processors for processing into usable end products. USDA Foods are an integral part of the meal planning process and shall be used prior to any open market purchased food products. When sufficient USDA Food items are not available, PGCPS FNS requires commercial equivalent, non-commodity items, of equal or better quality, to be provided by the vendor. In the event of loss or damage to the PGCPS FNS' commodity products by the Vendor, the Vendor agrees to replace or purchase the lost or damaged products per USDA current guidelines.

#### **2.3 Value Pass-Through System (USDA Foods)**

Processors must provide the school district with written instructions on the state approved Value Pass-Through System of any USDA Foods (Direct Discount, Fee for Service, Modified Fee for Service, Net-Off Invoice, or Rebate system).

Successful bidder must have the technical capability to enable the district to participate in all USDA approved value pass through methods and be able to generate reports that verify sales and usage of products. Failure to comply with the commodity reporting requirements may be cause for termination of the contract.

#### **2.4 Food Programs**

##### **2.4.1 Local Produce Program**

PGCPS FNS intends to offer locally grown produce as often as price, availability and quality are acceptable. The Bid Proposal Form provides for pricing for locally grown produce that is not otherwise specified in the Bid Specifications. Bidders shall state their cost over the price paid per case by the Bidder. Successful bidder shall be required to provide their invoice as proof of their purchase price.

Locally grown produce is defined as produce that is grown within a one hundred – fifty (150) mile radius of Prince George's County. Items purchased by PGCPS shall be determined by availability and school menus.

Products shall be labeled designating local source (grower, address of farm). For the purposes of this Bid, "farm" is defined as the location where the produce is grown, not the address of a packinghouse or aggregation point

The Awarded Vendor shall provide quarterly summary reports indicating the local farm, type and amount of produce purchased for that period. The Awarded Vendor may need to provide the case count and poundage of all product provided on a monthly basis. One week prior to delivery, the Awarded Vendor will be required to provide the name and location of farms that items shall be purchased from.

#### **2.4.2 USDA Fresh Fruit and Vegetable Program**

The Fresh Fruit and Vegetable Program (FFVP) provides all children in participating schools with a variety of free fresh fruits and vegetables throughout the school day. It is an effective and creative way of introducing fresh fruits and vegetables as healthy snack options.

PGCPS is a part of the USDA Fresh Fruit and Vegetable program. We currently have eighteen (18) schools in the program. This number of schools could increase or decrease. The FFVP calls for exposing children to new produce. These schools will have a fresh fruit or vegetable snack for every child and every school day.

Special consideration will need to be made for increased delivery schedules for the Fresh Fruit and Vegetable Program. It is anticipated up to four deliveries per week will be required dependent on volume. An increased variety of products will be necessary to introduce children to healthier options. Examples of product purchased for this program, include, but not limited to, pre-washed, pre-cut items, and/or prepacked of carombola (star fruit), blueberries, jicama, bok choy, cherries, avocado, pineapple and grapefruit along with more traditional items.

#### **2.5 Buy American Provision**

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA [42 USC 1760(n)], requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision [7 CFR Part 210.21(d)] is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting domestic standards in circumstances when use of domestic foods is truly not practicable. These exceptions are as follows:

- 2.5.1 The product is not produced or manufactured in the United States (U.S.) in sufficient and reasonable quantities or a satisfactory quality; or
- 2.5.2 Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Awarded Vendor(s) must provide written communication to PGCPS Food and Nutrition Services indicating the product, country of origin, reason(s) product is unavailable domestically, and time-frame for the use of non-domestic product(s).

## 2.6 Food Safety

The Supplier must incorporate the Hazard Analysis Critical Control Point (HACCP) principles in its standard operating procedures and will have a HACCP plan on file that meets with District approval and will be followed. This plan must include recall/hold control procedures including but not limited to:

- 2.6.1 Traceability systems in place from receipt of commodity product to delivery of processed items to designated delivery site.
- 2.6.2 Provision of 24 hour/7 days a week accessibility to Supplier staff in the event of a USDA Hold/Recall.

## 2.7 Recall Procedures

The successful bidder must provide PGCPFS FNS Recall Procedures that include handling general food recalls and handling recalls of USDA Foods, if applicable. Two (2) contact persons must be provided within the procedures, both with 24-hour, 7 day a week (24/7) contact. In addition, the successful bidder may be responsible for picking up product and providing replacement, payment, or credit at PGCPFS FNS' discretion. Replacement, payment, or credit for recalled items shall be made within 30 days of the date of notification to PGCPFS FNS. The successful bidder must adhere to all USDA directions for USDA Foods recall. All costs associated with the product recall, which include, but are not limited to transportation and handling costs, shall be borne by the contractor.

## 3.0 NUTRITION STANDARDS

- 3.1 **Nutrition Policy:** PGCPFS FNS requires that all food items have only the minimum amount of sodium, fat, sugar, and/or other additives that are absolutely necessary for food preservation and safety, while still providing a product with good flavor, texture, and palatability. The finished product must be a product with good flavor and texture that is palatable to students.
- 3.2 **Trans Fat:** State law prohibits any food items containing artificial Trans-fat unless the manufacturer's documentation or the nutrition facts label lists the Trans-fat content as less than 0.5 grams per serving. A food item contains artificial Trans-fat if it contains partially hydrogenated vegetable oil.
- 3.3 **Labeling:** All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. All ingredients shall be listed by their common or usual name in descending order of predominance by weight. Labels must also include a list of any "Top 8" allergens present in the product. These include milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, or soybeans. Packages shall clearly be labeled with product name, open code dating, and weight. Cases of product must indicate pack code or expiration date. If code is encrypted, the Vendor shall provide PGCPFS FNS with the key from the manufacturer to decode information.
- 3.4 **Ingredients:** All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. PGCPFS FNS discourages the use of the following ingredients: monosodium glutamate (MSG), high fructose corn syrup (HFCS), Trans fatty acids/partially hydrogenated oil, Aspartame or Acesulfame-Potassium, red dye #40, and yellow dye # 5. PGCPFS FNS reserves the right to award or not award items that contain any of the preceding ingredients. The PGCPFS FNS may request information regarding the presence or absence of gluten, or any other ingredient, at any time.
- 3.5 **Nutrition Information:** In order to accommodate the computerized menu system used by PGCPFS FNS, the successful bidder shall be required to provide a complete nutrient analysis of products, as requested PGCPFS FNS. The following information will be required from the manufacturer: weight (gm), calories (kcal), carbohydrate (gm), fiber (gm), sugar (gm), protein (gm), total fat (gm), saturated fat (gm), trans fats (gm), cholesterol (mg), sodium (mg), iron (mg), calcium (mg), Vitamin A (I.U.), and Vitamin C (mg). Vendor must submit with their quotation package all nutrient documentation for items that do not exactly match the requested manufacturer, brand, and product code on the bid, or in cases where a manufacturer, brand, or product code are not specified by the PGCPFS FNS. Such documentation shall include Nutrition



Facts panels, ingredients lists, CN labels (where applicable), Product Formulation Statements (where applicable), and the Nutrient Data Submission Form.

3.6 **Whole Grain and Whole Grain Rich:** Products qualify as whole grain or whole grain rich, if 51% or more of the product is made with whole grains, or the first ingredient is as whole grain.

3.7 **Healthy Hunger Free Kids Act of 2010:** Vendors awarded contracts must be familiar with the final rules and regulations set forth for the National School Lunch and Breakfast Programs. Guidance for these requirements can be found at:

<http://www.fns.usda.gov/cnd/governance/legislation/nutritionstandards.htm>

## 4.0 GENERAL SPECIFICATIONS

### 4.1 Products

All items should be U.S. Grade No. 1 or better at delivery, without bruises and damage, unless otherwise specified. Any damaged product delivered by the contractor shall be replaced at the contractor's expense on the next working day, unless otherwise instructed. Any product rejected at the time of delivery must be removed from the school location by the contractor within one (1) day after notification to the Awarded Vendor.

No sulfite agents or preservatives are to be used in preparation of any fresh produce items. Produce must not contain pesticides in excess of established tolerance limits. Certification may be requested on Alar level in Apples.

A manufacturer/grower or grower association may be asked to supply verification on some items of the portion size needed for a fruit/vegetable or bread/bread alternate contribution to the child nutrition program.

**The contractor shall provide, to the maximum extent possible, fresh fruit (particularly fresh apples) without stickers.**

### 4.2 Product Specification Sheets

Respondents are required to provide with their electronica and hardcopy bid product specification sheets for each processed, prepackaged item (Group D and E) that will be bid. Descriptive information for each specification sheet must include the following information:

- Item Description
- Brand Name/Manufacturer
- Product Code
- Pack Size
- Case Dimensions
- Nutrition Information
- Ingredient List
- Shelf-Life

### 4.3 Group and Item Number

Respondents should indicate the Group and Item Number on each product specification sheet by making it the title of the document in the file. For example, Item A-1 Apple Slices. Failure to submit the proper documentation may be cause for rejection of the bid. Review of product documentation may take up to two (2) weeks.

### 4.4 Samples

Upon review of the product specifications, PGCPs FNS will request samples from the prospective bidders. A representative from the FNS will determine the quantity of samples required. Prospective bidders will be given a three (3) day lead time for samples. The sample case(s) must be exactly as it

would be provided if awarded the contract. Samples must be sent to a location on a specific date and time requested by a representative of the FNS.

Respondent *must* identify the Name of Bidder and Bid Item Number on each sample product. The BOARD OF EDUCATION will not pay for, nor return any samples furnished in response to this bid. Failure to submit samples in a timely manner may be cause for the Respondent's bid to be non-responsive.

#### **4.5 Sanitation/Safety**

The successful vendor will warrant that all food shall be fresh, clean, wholesome upon delivery, and prepared in properly equipped facilities under modern sanitary conditions in accordance with the best commercial practice. All items shall be free from decay, discoloration, foreign matter, and shall pass through metal detection before packaging. Containers shall be clean, sound, compact, sturdy, and sealed. For verification purposes, a copy of a facility's recent sanitation certification may be requested.

If the food has already been delivered the successful proposer will be required to pick up the unacceptable food and issue a credit or provide a replacement the next day. All products shall bear visible freshness code dates and shall meet industry standards for remaining shelf life upon delivery to the schools.

#### **4.6 Manufacturer's Date Code**

Vendor shall notify PGCPs FNS if the manufacturer's code is one of the following: Sell-by or Pull-by date; Use-by date; Expiration date; Best-by date, or Pack date (state how long product is good for from pack date). The vendor must provide PGCPs FNS with an explanation of the manufacturer's expiration code date. All product delivered shall have a minimum sixty-day shelf life at the time of delivery, with the exception of Fresh Bakery and Fresh Produce. Products that do not meet these criteria need approval from the Director of FNS or designee. Any deliveries that do not meet these criteria may be refused.

#### **4.7 Use of Recycled or Sustainable Products**

When possible, recycled materials should be used in the manufacture of the products requested. When the use of recycled materials is not feasible or cost effective, consideration will be given to companies who can demonstrate their products are "sustainable". Bidders should indicate in their response whether the item has been manufactured with recycled materials or are sustainable.

#### **4.8 Packaging**

All containers [and all products within containers] must be packed in adequate material to protect the product(s) against damage during transportation, storage, and holding. Damaged containers, cartons and/or containers not adequately closed/secured will not be received, and returned for credit.

In addition, no polystyrene shall be used for sale or packaging according to Council Bill 5-2015 legislation which prohibits the sale and use of certain polystyrene products, commonly known as Styrofoam, in Prince George's County.

#### **4.9 Notification of Product Reformulation and Other Changes**

Product delivered must be the same product awarded on all orders. If at any time during the contract period an awarded item is reformulated, packaged differently, or changed in some other way, vendor must provide PGCPs FNS updated ingredients list, Nutrition Facts panels, CN labels (if applicable), and Product Formulation Statements (if applicable).

Additionally, the Awarded Vendor must provide FNS formal written notice and request FNS approval before they may proceed with any of the following actions during the contract period:

- Any product substitution;
- A product change due to supplier merger;
- A plant change is made;
- Product is altered in any way;
- Product packaging is changed;
- Contact for contract administration is changed

#### **4.10 Ordering**

The contractor must have an online ordering system. Multiple order guides must be available and have the ability to restrict access by school type. The online screen procedures, including online screen names & passwords, are to be approved by the Director of FNS or designee prior to commencement of online ordering. A 99% rate of online order availability will be maintained for all items contained in this contract.

All schools will place orders based on approved menus. The first delivery order for the school year will be made before school closures in June for all non-perishable items. Completion of all initial deliveries must be accomplished prior to the first day of school.

Schools may not place or make changes to their orders by calling the vendor directly. All changes must be made online by 12:00 P.M., 3 business days before the delivery date. Deviation from this method needs approval from the Director of Food and Nutrition Services or designee.

#### **4.11 Minimum Orders**

PGCPS reserves the right to reject proposals/bids with minimum order quantities if the quantity cannot be stored or the level of usage/movement of the product is low and/or not in accords with normal use.

#### **4.12 Deliveries**

Vendors shall only deliver products that have been awarded and approved by the Director of FNS or designee. Items that have not been approved shall not be supplied to schools without prior written approval by the Director of FNS or designee. Failure to comply may be cause for termination of the contract.

All schools will have a set delivery day. Delivery hours shall be Monday through Friday with the exception of holidays in accordance with the following schedule:

4.12.1 Secondary School Deliveries will be between 7:00 a.m. and 2:00 p.m.

4.12.2 Elementary and Academies School Deliveries will be between 7:00 a.m. and 1:00 p.m.

Vendors will be required to affect delivery of contracted items to all schools and offices on a weekly basis. No exceptions may be accepted for this requirement.

All deliveries must be inside the building in a place designated by the FNS manager. Product must be delivered on vendor-supplied dollies.

All trays or crates that carry product(s) into the schools shall be clean, sanitary, and without debris. After use, empty trays or crates shall be picked up daily by the successful vendor(s).

It shall be the vendor's responsibility to ascertain that the delivery destination will be open to accept deliveries.

#### **4.13 School Closings/Emergencies**

The successful vendor(s) shall be responsible for keeping informed of holidays and emergency school closings. Non-scheduled closings shall be posted on the PGCPS website: <http://www.pgcps.org/>.

In the case of school closings due to inclement weather or other emergency closings, deliveries will be rescheduled for the next day of school. The Director or FNS or designee will notify the vendor(s) of any order adjustments due to school closings.

#### **4.14 Delivery Delays/Back Orders/Shortages**

Shortages on orders placed are the responsibility of the awarded contractor(s) and shall be delivered to schools in sufficient time to meet menu requirements. If a delivery will be held up for a period greater than one (1) week due to back ordered items, the awarded contractor(s) must notify the Director of FNS or designee of the expected delivery date.

#### **4.15 Notification of Late or No Delivery**

The successful vendor shall promptly notify the Director of FNS or designee a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time. PGCPFS FNS reserves the right to purchase food at a fair market value from another source. The vendor shall pay PGCPFS FNS the price difference between the original bid price and the price of the substituted food item(s). Late deliveries and product shortages can result in the vendor being recommended for default, as defined in the contract. In addition, PGCPFS FNS has the right to transfer USDA commodity.

#### **4.16 Condition of Product at time of Delivery**

Vendors shall assure that refrigerated trucks are used to protect perishable products during transport and that these trucks comply with all ServSafe/Hazard Analysis Critical Control Point (HACCP) regulations. Upon delivery, all products shall be in compliance with applicable specifications and will be examined by FNS managers or staff for cleanliness and soundness. The successful vendor must credit FNS the full value of any product that is discovered to have an expired date code, is defective, or is considered to have been tampered with in any way prior to its arrival at the PGCPFS' school sites. This includes any hidden damage discovered after acceptance and delivery at the PGCPFS' school sites.

#### **4.17 Delivery Temperatures**

All frozen foods shall be delivered in a hard frozen state at 0 degrees Fahrenheit or below. Partially thawed products with evidence of thawing and re-freezing will be rejected at the time of delivery. All refrigerated products shall be delivered at a product temperature of 35 to 40 degrees Fahrenheit, and shall have been maintained at this temperature at all times during storage and shipment. All dry products shall be at 50–70 degrees Fahrenheit.

#### **4.18 Liquidated Damages – Reimbursement for Loss**

PGCPFS FNS is reimbursed for each meal sold, providing the meal meets certain requirements. Therefore, if any supplier fails to deliver on time or delivers for use, any items which do not meet the Bid Specifications, and subsequently the PGCPFS FNS is determined to be ineligible for reimbursement by any authority having jurisdiction, then the vendor shall be responsible to reimburse PGCPFS FNS for the amount of the loss incurred.

#### **4.19 Pricing**

All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.

Bidders must provide pricing as requested in the Bid Form, by case and individual units (case, bag, pounds, each, etc.) as listed. Total estimated usage is based on both items listed (i.e. case and bag or pounds and each).

**PRICING FOR GROUPS A and B SHALL BE SUBMITTED AS A FLAT MARK-UP FEE PER UNIT ABOVE THE CURRENT MARKET COST (INVOICE COST TO BIDDER) FOR THE ITEM PURCHASED.** Flat mark-up fees shall remain firm for the entire contract period.

The market cost is not to exceed the price quotes of the Baltimore Wholesale Fruit and Vegetable Report published by the Maryland Wholesale Produce market (<https://www.ams.usda.gov/market-news/fruit-and-vegetable-terminal-markets-standard-reports>). When requested by PGCPs, the Awarded Vendor(s) shall provide originals or certified copies of invoices issued by its suppliers.

The Awarded Vendor(s) shall provide to all schools that are placing orders and to the Office of Food and Nutrition Services, a weekly price sheet with price changes noted.

**PRICING FOR GROUP C SHALL BE SUBMITTED AS A FLAT MARK-UP FEE PER CASE ABOVE THE COMMERCIAL BID PRICE FROM THE MANUFACTURER.** Flat mark-up fees shall remain firm for the entire contract period.

**PRICING FOR GROUPS D and E SHALL BE SUBMITTED AS FIRM FIXED PRICES.** The current market pricing (invoice cost to bidder) does not apply to these items.

#### **4.20 Provision for Price Adjustment**

The Awarded Vendor agrees that for unit price contracts (Group D and E) prices shall remain firm for 365 days. If the price is increased after 365 days, the unit price may be increased only upon approval of a written request to the Purchasing Department and the Director or FNS or designee. Upon receipt of the Vendor's request, PGCPs shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Vendor. PGCPs reserves the right to accept or reject the request as may be determined to be in the best interest of PGCPs. Any orders received prior to a request for the price increase shall be honored at the original contract price.

Unit prices quoted herein are subject to price adjustment downward in accordance to decrease in prices announced by the manufacturer of the subject item any time prior to award. Recommendations for awards, however, shall be made based on the original bid submission only.

Subsequent to award, the unit prices quoted herein are subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer after the contract award. The successful bidder must notify the Director(s) of FNS and/or the PGCPs Purchasing Department of any announced manufacturer's price reductions and give immediate benefits to PGCPs in a proportionate amount.

The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; (3) the amount of the change requested; and (4) Percentage of the increase. Documentation that supports the requested adjustment shall also be provided (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)

The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the Purchasing Department. The increased contract unit price shall not apply to orders received by the Vendor prior to the effective date of the approved increased contract unit price. PGCPs FNS may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation. PGCPs reserves the right to accept or reject the request as may be determined to be in the best interest of PGCPs. Any orders received prior to a request for the price increase shall be honored at the original contract price.

Cash discounts will not be taken into consideration in the determination of a contract award. All discounts, other than prompt payment, is to be included with the bid price.

#### **4.21 Promotions and Rebates**

It shall be the responsibility of the awarded bidder(s) to inform FNS of products qualifying for the promotional rebates (money or otherwise) during the duration of the contract.

The awarded bidder(s) shall be responsible for providing all necessary forms and documentation needed to obtain the product rebate. Rebates missed by FNS will be reimbursed by the awarded bidder(s) for either the failure to provide the necessary documentation and forms or the failure of the manufacturer to supply the rebates as guaranteed.

#### **4.22 New Items and Omissions**

If a need is found for an item after the award of the Contract, through development of new menus or through the inadvertent omission of any item normally included in a Bid of this type, the Purchasing Division shall have the right to negotiate with the Contractor for a price consistent with the market price of this item. Cafeteria managers are to buy only items approved by the Director of FNS or designee. FNS shall not be liable for the purchase of unapproved items. Failure to abide by this clause may be cause for termination of Contract.

FNS may find it necessary to add items not already specified in this Bid list or increase quantities of items already specified. The Contractor shall be expected to handle all deliveries necessary and stock all items necessary to the program. All items shall be those normally handled by prospective Bidders on this type of proposal.

#### **4.23 Product Substitutions**

The contractor is authorized to **request** minor changes or substitution of equal or superior products provided such changes or substitutions shall not affect the product's nutritional profile or cause an increase in the contract price or affect the delivery schedule. All requests must be in writing and need approval from the Director of FNS or designee. **There shall be no substitutes or delivery of product prior to written approval by the Director of FNS or designee.** If products received do not conform to those ordered, or if more or less than the quantity ordered are shipped, FNS may reject such deliveries in whole or in part and require contractor to pick up and remove such rejected goods at contractor's expense within seven (7) days after notice. Any deviation from the specifications as awarded will be grounds for rejection.

#### **4.24 Food/Product Cancellation**

Products on contract may be cancelled during the contract period due to modifications in the nutrient composition of food or beverages mandated by the Maryland State Department of Education, other State, Federal, or Prince's George County Board of Education regulations.

#### **4.25 Product Complaints**

FNS managers shall complete a Product Evaluation Report (Attachment C) any time they receive defective, deficient, or otherwise irregular shipments. This form shall be used to measure the performance of the awarded vendor. Failure to comply with the specifications contained herein considered evidence of poor performance. If a pattern of practice of poor performance continues, it may be cause for termination of the contract.

PGCPS FNS reserves the right to return any damaged or spoiled items and receive full credit for same. A signed delivery ticket shall not imply that items received were in good condition, only that the items were received.

#### **4.26 Usage Reports**

Vendor must provide accurate Usage Reports to PGCPS FNS that contains the total usage of all items under contract. These reports shall include total monthly and year-to-date quantities and dollar amounts per item. The report shall include the following: product description, unit pack, brand name, total quantities purchased (i.e., case or broken case unit), cost per item, and total extended cost for each item. Usage reports shall be submitted within 15 calendar days after the end of each month or as otherwise requested.

#### **4.27 References**

Vendors must provide a minimum of three (3) customer references (preferably local school districts) that are current within the last three years. These references must have received services that were similar in the scope and nature of the services being requested in this solicitation. PGCPs FNS may contact any or all references during the evaluation process. Vendors must complete the Vendor Profile/Reference form contained herein.

#### **4.28 Military Access**

PGCPs services schools on Andrews Air Force Base. Drivers are required to pass security clearance in order to access the base.

#### **4.29 Solicitation or Acceptance of Gifts**

No PGCPs employee having official responsibility for a procurement transaction shall solicit, demand, accept or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. PGCPs may recover the value of anything conveyed in violation of this section.

#### **4.30 Gifts**

No bidder, offeror, contractor or subcontractor shall confer upon any PGCPs employees having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged. See Attachment D: Code of Conduct

#### **4.31 Kickbacks**

No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything present or promised, unless consideration of substantially equal or greater value is exchanged. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section. No person shall demand or receive any payment, loan, subscription, advance deposit of money, services or anything of value in return for an agreement not to compete on a PGCPs contract.

### **5.0 Invoices, Statements, and Payments**

#### **5.1 Invoices**

Invoices must be submitted in DUPLICATE for each delivery; invoices are to be signed by receiving cafeteria personnel, and contain the following information:

- Customer Name and ID Number
- Purchase Order Number
- Order Number
- Invoice Number
- Invoice Date
- Quantity, item number and description
- Unit price and extended price of item
- Total amount of invoice
- Delivery destinations as it appears on the purchase document
- Remit Address
- Payment Terms (net 30 days)

## 5.2 Statements

Statements are arranged in alphabetical order by school name or by customer number. Statements must contain the following information:

- Statement cover letter-preferred but optional (See Attachment B)
- Statement Dates (weekly or monthly)
- Statement Number
- School Number
- School Name
- Invoice Dates
- Invoice Number
- Gross Amount Due
- Debit/Credit
- Net Amount
- Statement/Invoices due totals

Statements must be accompanied with a copy of the signed delivery ticket, and sent to:

FNS Accounting Office  
6311 Randolph Road  
Suitland, MD 20746

## 5.3 Payments

Payment will be made upon receipt of proper invoices. Payments will not be paid in accordance with the invoice. Payment shall be NET 30 days from date of receipt of monthly statements. Payment will be paid by check unless ACH payments have been established through the Cash Management Office.

Vendors must be capable of honoring the school system's credit payment card (when program becomes available).

## 6.0 PRICING ANALYSIS

PGCPS will evaluate pricing and issue award recommendations based on the aggregate pricing, group pricing, or individual line item pricing. Award decisions will be made in the best interest of the Board of Education. PGCPS reserves the right to make multiple awards at its discretion. The award will be made to the lowest, responsive and responsible bidder(s) that meets the technical specifications.



**Attachment A – Delivery Sites**

<b>SCHOOL NAME</b>	<b>ADDRESS</b>	<b>CAFÉ PHONE</b>
Academy of Health Sciences @ Prince George's Community College	301 Largo Rd Lanham Hall Rm 119 Largo, MD 20774	301-583-1593
Accokeek Academy I	14500 Berry Rd Accokeek, MD 20607	240-766-8380
Accokeek Academy II	14600 Berry Rd Accokeek, MD 20607	240-724-6396
Adelphi Elementary	8820 Riggs Rd, Adelphi, MD 20783	240-398-3367
Allenwood Elementary	6300 Harkey Lane Temple Hills, MD 20748	240-455-5390
Andrew Jackson Academy	3500 Recency Parkway Forestville, MD 20747	240-455-5788
Annapolis Road Acad. Alternative High	5150 Annapolis Rd., Bladensburg, MD 20710	240-696-8689
Apple Grove Elementary	7400 Bellefield Avenue Fort Washington, MD 20744	240-724-6006
Ardmore Elementary (Area 3)	9301 Ardmore-Ardmore Rd Springdale md 20774	301-925-1313
Arrowhead Elementary	2300 Sansbury Rd Upper Marlboro, MD 20774	240-455-3576
Avalon Elementary	7302 Webster Lane, Fort Washington, MD 20744	240-724-1571
Baden Elementary	13601 Baden-Westwood Rd Brandywine, MD 20613	240-681-2351
Barack Obama Elementary	12700 Brooke Lane Upper Marlboro, MD 20772	240-573-7035
Barnaby Manor Elementary	2411 Owens Rd Oxon Hill, MD 20745	240-724-1609
Beacon Heights Elementary	6929 Furman Parkway, Riverdale, MD 20737	240-696-6916
Belair Annex	3021 Belair Drive Bowie, MD 20715	301-850-7050
Beltsville Elementary	4300 Wicomico Ave. Beltsville, MD 20705	240-297-1721
Benjamin Foulois Academy	4601 Beauford Rd Suitland, MD 20746	240-455-5700
Benjamin Stoddert Middle	2501 Olsen Street Temple Hills, MD 20748	240-455-3862
Benjamin Tasker Middle	4901 Collington Road Bowie, MD 20715	301-850-6438
Berwyn Heights Elementary	6200 Pontiac St, Berwyn Heights, MD 20740	240-297-6022
Bladensburg Elementary	4915 Annapolis Rd, Bladensburg, MD 20710	240-696-6095
BLADENSBURG HIGH	4200 57th Ave. Bladensburg, MD 20710	240-696-3377
Bond Mill Elementary	16001 Sherwood Ave. Laurel, MD 20702	240-547-4616
BOWIE HIGH	15200 Annapolis Road Bowie, MD 20715	301-580-6453
Bradbury Heights Elementary	1401 Glacier Ave., Capital Heights, MD 20743	240-455-3754
Brandywine Elementary	14101 Brandywine Rd Brandywine, MD 20613	240-681-2345
Buck Lodge Middle	2611 Buck Lodge Rd, Adelphi, MD 20783	240-398-3401
C. Elizabeth Reig Special Center	15542 Peach Walker Drive Mitchelville, MD 20716	301-850-6375
Calverton Elementary	3400 Beltsville Road Beltsville, MD 20705	240-398-3414
Capitol Heights Elementary	601 Suffolk Ave. Capital Heights, MD 20743	240-455-3184
Carmody Hills Elementary	401 Jadeleaf Ave. Capital Heights, MD 20743	301-808-8180
Carole Highlands Elementary	1610 Hannon St., Takoma Park, MD 20912	240-398-3393
Carrollton Elementary	8300 Quintana St., New Carrollton, MD 20784	240-696-8210

SCHOOL NAME	ADDRESS	CAFÉ PHONE
Catherine T. Reed Elementary	9501 Greenbelt Road Lanham, MD 20706	240-297-1532
Central High	200 Cabin Branch Rd Capital Heights, MD 20743	240-455-3139
Cesar Chavez Elementary	6609 Riggs Rd, Hyattsville, MD 20782	240-696-6112
Chapel Forge Early Childhood	12711 Milan Way Bowie, MD 20715	301-850-6410
Charles Carroll Middle	6130 Lamont Dr., New Carrollton, MD 20784	240-696-6266
Charles H. Flowers High (Area 3)	10001 Ardwick-ArdmoreRd Springdale Md 20774	240-696-8228
Cherokee Lane Elementary	9000 25th Avenue, Adelphi, MD 20783	240-398-3538
Chesapeake Math & IT ES	6151 Chevy Chase Dr, Laurel, MD 20706	240-547-4542
Chesapeake Math & IT High School	14800 Sweitzer Lane, Laurel, MD 20707	240-767-4080
Chesapeake Math & IT North	6100 Frost Place Laurel, MD 20708	240-547-4761
Chesapeake Math and IT South	6201 Surrey Square Lane, Forestville, MD 20747	240-573-7250
Chillum Elementary	1420 Chillum Rd., Hyattsville, MD 20782	240-696-6074
Clinton Grove Elementary	9420 Temple Hill Rd Clinton, MD 20735	240-348-6365
College Park Academy	7501 Adelphi Rd., Hyattsville, MD 20783	240-696-3206
Columbia Park Elementary (Area 3)	1901 Kent Village Dr Landover Md 20785	240-696-3230
Concord Elementary	2004 Concord Lane District Heights, MD 20747	240-455-5752
Cool Spring Elementary	8910 Riggs Rd., Adelphi, MD 20783	240-398-3466
Cooper Lane Elementary	3817 Cooper Lane, Landover Hills, MD 20784	240-696-3408
Cora Rice Elementary	950 Nalley Road Landover, MD 20785	240-696-6439
Croom High	9400 Surratts Rd Cheltenham MD 20623	240-681-2357
Crossland High	6901 Temple Hills Rd. Temple Hills, MD 20748	240-455-3988
Deerfield Run Elementary	13000 Laurel-Bowie Road Laurel, MD 20708	240-547-4126
District Heights Elementary	2200 County Rd District Heights, MD 20747	240-455-3740
Dodge Park Elementary	3401 Hubbard Rd., Landover, MD 20785	240-696-3416
Dora Kennedy French Immersion	8950 Edmonston Road, Greenbelt, MD 20770	240-696-8707
Doswell E. Brooks Elementary	1301 Brooke Road Capital Heights, MD 20743	240-455-3086
Dr. Henry A. Wise High	12650 Brooke Lane Uppper Marlboro, MD 20772	301-715-3017
Drew-Freeman Middle	2600 Brooks Dr. Suitland, MD 20746	240-747-4876
DUVAL HIGH	9880 Good Luck Road Lanham, MD 20706	301-850-6423
Dwight D. Eisenhower Middle	13725 Briarwood Drive Laurel, MD 20708	240-297-1795
Edward M. Felegy Elementary	6110 Editors Park Drive, Hyattsville, MD 20782	301-386-1610
ELEANOR ROOSEVELT HIGH	7601 Hanover Parkway Greenbelt, MD 20770	240-297-6030
Ernest Everett Just Middle	13000 Campus Way North Mitchelville, MD 20721	240-455-5074
Excel Academy Public Charter	7910 Scott Rd., Landover, MD 20785	240-696-8832
Fairmont Heights High	1401 Nye Street Capital Heights, MD 20743	240-696-6546
Flintstone Elementary	800 Comanche Drive Oxon Hill, MD 20745	240-724-6294

SCHOOL NAME	ADDRESS	CAFÉ PHONE
Forest Heights Elementary	200 Talbert Drive Oxon Hill, MD 20745	240-724-6578
Fort Foote Elementary	8300 Oxon Hill Road Fort Washington, MD 20744	240-724-1613
Forestville Academy	700 Beltz Drive, Forestville, MD 20747	301-209-3580
Fort Washington Forest Elementary	1300 Filmore Rd Fort Washington, MD 20744	240-455-3078
Frances Fuchs Special Center	11011 Cherry Hill Road Beltsville, MD 20705	240-297-1618
Frances Scott Key Elementary	2301 Scott Key Drive District Heights, MD 20747	240-455-5988
Francis T. Evans Elementary	6720 Old Alexander Ferry Rd Clinton, MD 20735	240-455-3189
Frederick Douglass High	800 Croom Rd Upper Marlboro, MD 20772	301-358-6423
Friendly High	10000 Allentown Rd Fort Washington, MD 20744	240-724-6533
G. James Gholson Middle	900 Nalley Road Landover, MD 20785	240-696-6449
Gaywood Elementary	6701 97th Ave Seabrook, MD 20706	240-696-3328
Gladys N. Spellman Elementary	3324 64th Ave., Cheverly, MD 20785	240-696-8023
Glassmanor Elementary	1011 Marcy Avenue Oxon Hill, MD 20745	240-724-6569
Glenarden Woods ES	7801 Glenarden Parkway, Glenarden, MD 20706	301-925-1300
Glenn Dale Elementary	6700 Glenn Dale Road Glenn Dale, MD 20769	301-805-2750
Glenridge Elementary	7200 Gallatin St., Landover Hills, MD 20784	240-696-8036
Green Valley @ Edgar A. Poe	2001 Shadyside Ave.Suitland, MD 20746	240-724-6489
Greenbelt Elementary	66 Ridge Road Greenbelt, MD 20770	240-297-1510
Greenbelt Middle	6301 Breezewood Dr., Greenbelt, MD 20770	240-297-6051
Gwynn Park High	13800 Brandywine Rd Brandywine, MD 20613	240-348-6166
Gwynn Park Middle	8000 Dyson Rd Brandywine, MD 20613	240-681-2826
H. Winship Wheatley ECC	8801 Ritchie Drive Capital Heights, MD 20743	240-455-5929
Heather Hills Elementary	12605 Heming Lane Bowie, MD 20716	301-850-6379
High Bridge Elementary	7011 Highbridge Road Bowie, MD 20720	301-850-6427
High Point High	3601 Powder Mill Road Beltsville, MD 20705	240-297-1715
Highland Park Elementary	6501 Lowland Drive Landover, MD 20785	240-455-3746
Hillcrest Heights Elementary	4305 22 nd Avenue Temple Hills, MD 20748	240-724-6445
Hollywood Elementary	9811 49th Ave. College Park, MD 20740	240-297-1887
Hyattsville Elementary	5311 42nd Ave., Hyattsville, MD 20781	240-696-8082
Hyattsville Middle	6001 42nd Ave., Hyattsville, MD 20781	240-696-6479
Imagine Foundation @ AAFB	4701 San Antonio Blvd Joint Base Andrews, MD 20762	301-350-6018
Imagine Foundation I @ Leeland	14111 OakGrove Rd Upper Marlboro, MD 20774	301-808-4003 x237
Imagine Foundation II @ Morningside	6900 Ames Street Morningside MD 20746	301-817-0544
Indian Queen Elementary	9551 Fort Foote Rd Oxon Hill, MD 20744	240-724-6348
Isaac Gourdine Middle	8700 Allentown Rd Fort Washington, MD 20744	301-449-4938
J. Frank Dent Elementary	2700 Corning Ave. Fort Washington, MD 20744	240-766-8377

SCHOOL NAME	ADDRESS	CAFÉ PHONE
James Duckworth Special Center	11201 Evans Trail Beltsville, MD 20705	240-297-1820
James Harrison Elementary	13200 Laurchdale Road Laurel, MD 20708	240-297-1893
James Madison Middle	7300 Woodyard Rd Upper Marlboro, MD 20772	240-767-4845
James McHenry Elementary	8909 McHenry Lane Lanham, MD 20706	240-696-8755
James R. Randall Elementary	5410 Kirby Rd Clinton, MD 20735	240-348-6217
John Bayne Elementary	7010 Walker Mill Rd.Capital Heights, MD 20743	240-767-4287
John Hanson Montessori	6360 Oxon Hill Rd Oxon Hill, MD 20745	240-724-6462
Judge S. Woods Elementary	3000 Church St., Glenarden, MD 20706	240-696-3301
Judith P. Hoyer ECC @ Oakcrest	929 Hill Road Landover, MD 20786	240-767-4299
Kenilworth Elementary	12520 Kembridge Drive Bowie, MD 20715	301-850-6383
Kenmoor Elementary	3211 82nd Ave., Landover, MD 20785	240-696-8361
Kenmoor Middle	2500 Kenmoor Dr., Landover, MD 20785	240-696-8197
Kettering Elementary	11000 Layton Street Upper Marlboro, MD 20774	240-455-3765
Kettering Middle	65 Herrington Dr.Upper Marlboro, MD 20774	301-808-4060
Kingsford Elementary	1401 Enterprise Road Mitchelville, MD 20721	301--850-6400
Lake Arbor Elementary	10205 Lake Arbor Way Mitchelville, MD 20721	240-455-5103
Lamont Elementary	7101 Good Luck Rd., New Carrollton, MD 20721	240-297-6129
Langley Park/McCormick Elementary	8201 15th Ave., Hyattsville, MD 20783	301-445-8423
Largo High	505 Largo Road Upper Marlboro, MD 20774	301-808-8880
Laurel Elementary	516 Montgomery Street Laurel, MD 20707	301-369-3711
Laurel High	8000 Cherry Lane Laurel, MD 20707	240-547-4794
Lewisdale Elementary	2400 Banning Place, Hyattsville, MD 20783	240-696-8285
Legends Public Charter	9700 Philadelphia Court, Lanham, MD 20706	240-455-5900
Lincoln Public Charter	4207 Norcross Street Temple Hills, MD 20748	301-808-5600
Longfield Elementary	3300 Newkirk Ave Forestville, MD 20747	240-455-3014
Magnolia Elementary	8400 Nightingale Drive Lanham, MD 20706	240-297-6016
Margaret Brent Special Center	5816 Lamont Terrace, New Carrollton, MD 20784	240-696-8622
Marlton Elementary	8506 Colony Drive South Upper Marlboro, MD 20772	240-573-7011
Martin Luther King, Jr. Middle	4545 Ammendale Road Beltsville, MD 20705	240-297-6113
Mary Harris "Mother" Jones Elementary	2405 Tecumseh St., Adelphi, MD 20783	240-398-3451
Mattaponi Elementary	11701 Duley Station Rd Upper Marlboro, MD 20772	240-681-2145
Maya Angelou French Immersion	2000 Callaway Street Temple Hills, MD 20748	240-724-6508
Melwood Elementary	7100 Woodyard Rd Upper Marlboro, MD 20772	240-455-3196
Montpelier Elementary	9200 Muirkirk Road Laurel, MD 20708	240-297-6134
Mount Rainier Elementary	4011 32nd St., Mt Rainer, MD 20712	240-696-8118
Nicholas Orem Middle	6100 Editors Park Dr., Hyattsville, MD 20782	240-696-8342

SCHOOL NAME	ADDRESS	CAFÉ PHONE
North Forestville Elementary	2311 Richie Road Forestville, MD 20747	240-455-5956
Northview Elementary	3700 Northview Drive Bowie. MD 20716	301-850-6449
NORTHWESTERN HIGH	7000 Adelphi Rd., Hyattsville, MD 20782	240-696-8132
Oaklands Elementary	13710 Laurel Bowie Road Laurel, MD 20708	240-297-1693
Overlook Elementary	3298 Curtis Drive Temple Hills, MD 20748	240-724-6119
Oxon Hill Elementary	7701 Livingstone Rd Oxon Hill, MD 20745	240-724-6261
Oxon Hill High	6701 Leyte Drive Oxon Hill, MD 20745	240-724-1474
Oxon Hill Middle	9570 Fort Foote Rd Fort Washington, MD 20744	240-724-6560
Paint Branch Elementary	5101 Pierce Ave., College Park, MD 20740	240-297-6207
Panorama Elementary	2002 Calloway Street Temple Hills, MD 20748	240-724-6368
Parkdale High	6001 Good Luck Rd., Riverdale, MD 20737	240-297-1899
Patuxent Elementary	4410 Bishop Mill Drive Upper Marlboro, MD 20772	240-573-7041
Perrywood Elementary	501 Watkins Park Drive Upper Marlboro, MD	301-850-6370
Phyllis E. Williams Elementary	9601 Prince Place Upper Marlboro, MD 20774	240-455-3161
Pointer Ridge Elementary	1110 Parkington Lane Bowie, MD 20716	240-206-6590
Port Towns Elementary	4351 58th St., Bladensburg, MD 20710	240-696-3512
Potomac High	5211 Boydell Avenue Oxon Hill, MD 20745	240-767-4819 (x85269)
Potomac Landing Elementary	12500 Fort Washington Rd Fort Washington , MD 20744	240-724-6308
Princeton Elementary	6101 Baxter Drive Suitland, MD 20746	240-455-3458
Ridgecrest Elementary	6120 Riggs Rd., Hyattsville, MD, 20783	240-696-8051
Riverdale Elementary	5006 Riverdale Rd., Riverdale, MD 20737	301-985-1850 (x58836)
Robert Frost Elementary	6419 85th Ave., New Carrollton, MD 20784	240-297-6147
Robert Goddard Montessori	9850 Good Luck Road Seabrook, MD 20706	240-508-2808
Robert Gray Elementary	4949 Addison Road District Heights, MD 20743	240-696-3394
Rockledge Elementary	7701 Laurel-Bowie Road Bowie, MD 20715	301-850-6387
Rogers Heights Elementary	4301 58th Ave., Bladensburg, MD 20710	240-696-3426
Rosa Parks Elementary	6111 Ager Rd., Hyattsville, MD 20782	301-445-8090
Rosaryville Elementary	9925 Rosaryville Rd Upper Marlboro, MD 20772	240-348-6191
Rose Valley Elementary	9800 Jacqueline Drive Fort Washington, MD 20744	240-724-1672
Samuel Chase Elementary	5700 Fisher Road Temple Hills, MD 20748	240-724-6276
Samuel Ogle Middle	4111 Chelmont Lane Bowie, MD 20715	301-850-6433
Samuel P. Massie Elementary	3301 Regency Parkway Forestville, MD 20747	240-767-4941
Scotchtown Hills Elementary	15950 Dorset Road Laurel, MD 20707	301-498-6588
Seabrook Elementary	6001 Seabrook Road Seabrook, MD 20706	301-918-8797
Seat Pleasant Elementary	6411 G Street Capital Heights, MD 20743	240-767-4854
Springhill Lake Elementary	6060 Sringhill Lake Dr., Greenbelt, MD 20770	240-297-6219

SCHOOL NAME	ADDRESS	CAFÉ PHONE
Stephen Decatur Middle	8200 Pinewood Rd Clinton, MD 20735	240-348-6335
Suitland Elementary	4650 Homer Ave.Suitland, MD 20746	240-455-3751
Suitland High	5200 SilverHill Rd Suitland, MD 20747	240-455-6993
Surrattsville High	6101 Garden Drive Clinton, MD 20735	240-348-6374
Tall Oaks High	2112 Church Road Bowie, MD 20716	301-850-6363
Tanglewood Special Center	8333 Woodyard Rd Upper Marlboro, MD 20735	240-348-6185
Tayac Elementary	8600 Allentown Rd Fort Washington, MD 20744	240-767-44898
Templeton Elementary	6001 Carters Lane, Riverdale, MD 20737	240-696-8602
Thomas Johnson Middle	5401 Barker Place Lanham, MD 20706	240-696-8247
Thomas Pullen Performing Arts	700 Brightseat Rd Landover, MD 20785	240-455-3757
Thomas Stone Elementary	4500 34th St., Mt. Rainier, MD 20712	240-696-8330
Thurgood Marshall Middle	4909 Brinkley Rd Temple Hills, MD 20748	240-767-4861
Tulip Grove Elementary	2909 Trainor Lane, Bowie, MD	301-805-6353
Turning Point Academy Public Charter	7800 Good Luck Rd., Greenbelt, MD 20706	301-552-0164
University Park Elementary	4315 Underwood St., Hyattsville, MD 20782	240-696-8170
Valley View Elementary	550 Danby Avenue Oxon Hill, MD 20745	240-724-6416
Vansville Elementary	6813 Ammendale Road Beltsville, MD 20705	240-297-1558
Waldon Woods Elementary	10301 Thrift Rd Clinton, MD 20735	301-599-2546
Walker Mill Middle	800 Karen Boulevard Capital Heights, MD 20743	240-767-4926
Whitehall Elementary	3901 Woodhaven Lane Bowie, MD 20715	301-850-6359
William Beanes Elementary	5108 Dianna Drive Suitland, MD 20746	240-455-3607
William E. Hall Elementary	5200 Marlboro Pike Capital Heights, MD 20743	240-455-5978
William Paca Elementary	7801 Sheriff Rd Landover, MD 20785	240-696-6393
William Schmidt Center	18501 Aquasco Rd Brandywine, MD 20613	240-573-7238
William Wirt Middle	62nd Place & Tuckerman St, Riverdale, MD 20782	240-696-6224
Woodmore Elementary	12500 Woodmore Road Mitchelville, MD 20721	301-850-6446
Woodridge Elementary	5001 Flintridge Dr., Hyattsville, MD 20784	240-696-8849
Yorktown Elementary	7301 Race Track Road Bowie, MD 20715	301-850-6394

**Attachment B -- Example Statement Cover Letter**



Vendor Name  
Vendor Address  
Phone Number / Fax Number

Date  
Prince George's County Public Schools  
Department of Accounting  
Upper Marlboro, MD

To Whom It May Concern:

[Vendor Name] is billing The Department of Food and Nutrition Services of Prince George's County Public Schools for deliveries made from **February 13, 2022** through **February 17, 2022**. The total amount billed for this week is **\$271.40**.

Reference Invoice # 021317

The list of Schools, Dates, Invoice #, and Totals are attached.

If you have any questions, then please call me at XXX-XXX-XXXX.

Sincerely,

Name of Vendor Accounting Rep

Attachment C



Product Evaluation Report



School Name: \_\_\_\_\_ Supplier Name: \_\_\_\_\_

Manager Name: \_\_\_\_\_ Date: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

Problem  or Praise

The Product or Item: Wedge Seasoned Fries

<b>Nature of Problem:</b>	
<input type="checkbox"/> Service - Delivery	<input type="checkbox"/> Purchased <input type="checkbox"/> Commodity <input type="checkbox"/> Other
<input type="checkbox"/> Quality of Product	Amount Received: _____
<input type="checkbox"/> Damaged Goods	Amount Used: _____
<input type="checkbox"/> Other (describe): _____	Balance On Hand: _____

Describe your findings: \_\_\_\_\_

\_\_\_\_\_

**Action taken at school:** (If any item is being delivered in an unacceptable condition, it should be returned immediately & the invoice adjusted for credit)

\_\_\_\_\_

Product Information: (If possible, include a packing label or box flap for identification)					
BRAND NAME (I.e. Viking)	ITEM DESCRIPTION (I.e. fish square, burrito)	LOT # (on box)	PACK DATE (on box)	CAN CODE (on can)	USDA CONTRACT # (on box)

**Do Not Write Below. This area for Central Office use only.**



## Attachment D -- Code of Conduct

**Policy Name:** Written Code of Conduct

**Regulations:** 2 CFR Part 200.318, formerly 7 CFR Part 3016.36(b)(3), State Procurement Code and Regulations

**Procedures:**

- in compliance with stated regulations; and
- to prohibit conflicts of interest and actions of employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, or termination.

## PART V BID FORM

### Bid Form Instructions for completion of Attachment E – Bid Form

Bidders must provide pricing as requested in the electronic version of the Excel spreadsheet, by case and individual units (case, bag, pounds, each, etc.) as listed. Total estimated usage is based on both items (i.e. case and bag or pounds and each). **Pricing must be submitted in typewritten format on the bid form provided with this bid.** Bids received in an altered format will be considered as non-responsive and ineligible for award.

In reference to hardcopy submission, the Excel spreadsheet must be on a CD or USB and shall bear a label on the outside and inside containing the IFB number, title as well as the name of the Bidder

#### **Group A and B:**

Column a: Bid Line Item Group and Number  
Column b: Description of Product  
Column c: Pack Size of current product  
Column d: Estimated Order Quantities of current product  
Column e: Enter the Country of Origin, indicate US state(s) if domestic.  
Column f: Enter the Pack Size of product from prospective vendor.  
Column g: Enter the Flat Mark-Up Fee per Unit  
Column h: Enter the total cost per case by adding the Flat Mark-Up Fee (column g) and Market Price taken from the Baltimore Terminal Prices as of 06/12/2018.

#### **Group C: COMMODITY PROCESSED ITEMS**

Column a: Bid Line Item Group and Number  
Column b: Description of Product  
Column c: Pack Size of current product  
Column d: Estimated Order Quantities of current product  
Column e: Brand name of approved product  
Column f: Product Code of approved product  
Column g: Commercial Bid Price of approved product  
Column h: Enter the Flat Mark-Up Fee per Unit  
Column i: Enter the extended total cost per case by multiplying column h with column d.

#### **Groups D and E: FIXED PRICE ITEMS**

Column a: Bid Line Item Group and Number  
Column b: Description of Product  
Column c: Pack Size of current product  
Column d: Estimated Order Quantities of current product  
Column e: Enter Brand name of product  
Column f: Enter the Manufacturer's Product Code.  
Column g: Enter the Country of Origin, indicate US state(s) if domestic.  
Column h: Enter the Pack Size of product from prospective vendor.  
Column i: Enter the Cost per Unit  
Column j: Enter the extended total cost per case by multiplying column i with column d.

## SCHOOL NUTRITION FEDERAL FUNDING GENERAL CONDITIONS

### 1. Debarred, Suspended, and Ineligible Status

Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Maryland or the School Food Authority (SFA) or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the SFA if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

### 2. Non-Performance or/and Termination Clauses

#### a. Immediate Termination

This Contract will terminate immediately and absolutely if PGCPs determines that adequate funds are not appropriated or granted or funds are de-appropriated such that PGCPs cannot fulfill its obligations under the Contract, which determination is at PGCPs's sole discretion and shall be conclusive. Further, PGCPs may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- (ii) PGCPs determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The contractor fails to comply with confidentiality laws or provisions; and/or
- (iv) The contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

#### b. Termination for Cause

PGCPs may terminate the contract for cause upon ten (10) days prior written notice to the contractor of the contractor's default in the performance of any term of this contract. Such termination shall be without prejudice to any of the school board's rights or remedies by law. The occurrence of any one or more of the following events shall constitute cause for PGCPs to declare the contractor in default of its obligations under the Contract:

- (i) The contractor fails to deliver or has delivered non-conforming goods or services or fails to perform, to the PGCPs's satisfaction, any material requirement of the contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Contractor;
- (ii) PGCPs determines that satisfactory performance of the contract is substantially endangered or that a default is likely to occur;
- (iii) The contractor fails to make substantial and timely progress toward performance of the contract;
- (iv) The contractor becomes subject to any bankruptcy or insolvency proceeding under federal or State law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or PGCPs reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
- (vi) The contractor has engaged in conduct that has or may expose PGCPs or the State to liability, as determined by PGCPs's sole discretion; or
- (vii) The contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of PGCPs, the state or a third party.

#### c. Notice of Default

If there is a default event caused by the contractor, the PGCPs shall provide written notice to the contractor requesting that the breach or non-compliance be remedied within the period of time specified in PGCPs's written notice to the contractor. If the breach or non-compliance is not remedied within the period of time specified in the written notice, PGCPs may:

- (i) Immediately terminate the contract without additional written notice; and/or

- (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- (iii) Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

**d. Termination for Convenience**

Following ten (10) days' written notice, PGCPs may terminate the contract in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the contract to PGCPs up to and including the date of termination.

**e. Termination Due to Change in Law**

The School Food Authority shall have the right to terminate this Contract without penalty by giving ten (10) days' written notice to the contractor as a result of any of the following:

- (i) PGCPs's authorization to operate is withdrawn or there is a material alteration in the programs administered by PGCPs; and/or
- (ii) PGCPs's duties are substantially modified.

**f. Payment Limitation in Event of Termination**

In the event of termination of the contract for any reason by PGCPs, the school board shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which PGCPs is obligated to pay pursuant to the contract or purchase order. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to PGCPs under the contract in the event of termination. PGCPs shall not be liable for any costs incurred by the contractor in its performance of the contract, including, but not limited to, start-up costs, overhead or other costs associated with the performance of the contract.

**g. The Contractor's Termination Duties**

Upon receipt of notice of termination or upon request of PGCPs, the contractor shall:

- (i) Cease work under the contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within ten (10) days of the date of notice of termination, describing the status of all work under the contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters PGCPs may require;
- (ii) Immediately cease using and return to PGCPs, any personal property or materials, whether tangible or intangible, provided by PGCPs to the contractor;
- (iii) Comply with PGCPs's instructions for the timely transfer of any active files and work product produced by the contractor under the contract;
- (iv) Cooperate in good faith with PGCPs, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to PGCPs any payments made by the school board for goods and services that were not delivered or rendered by the Contractor.

**3. Clean Air/Clean Water Statement**

Contractor warrants that it is in compliance with all applicable standards, orders or requirements issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided pursuant to this Contract is on the Environmental Protection Authority (EPA) list of violating Facilities.

Contractor will immediately notify PGCPs of the receipt of any communication indicating that any of the Processor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

Compliance with Federal Clean Water Act - Section 508 (33 U.S.C. 1368) and Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR 15) (for contracts, subcontracts, and sub grants of amounts in excess of \$100,000).

**4. Civil Rights Statement**

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

## **5. Record Retention**

The Contractor shall maintain, books, records and documents in accordance with generally accepted principles and procedures and which sufficiently and properly document and calculate all charges billed to the State of Maryland or PGPCS Food and Nutrition Services throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Maryland or any authorized representative of PGPCS Food and Nutrition Services, and where federal funds are involved, the Comptroller General of the United States, or any authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State/PGCPS Food and Nutrition Services reserves the right to charge the Processor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

## **6. Equal Employment Opportunity Compliance**

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, and 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). The United States Department of Agriculture is an equal opportunity provider and employer.

## **7. Energy Policy and Conservation Act Statement**

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871)

## **8. Minority and Small Business Opportunity Assurance**

It is the intent of the SFA to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.

## **9. Award to Responsive, Responsible Bidder [7CFR 3016.36 (d)(2)(ii)(D)]**

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder(s). Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

## **10. Non-Collusion**

The contractor's representative certifies that this bid is made without prior understanding, contract or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. The contractor's representative understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. Contractor's representative agrees to abide by all conditions of this bid, and certify that it is authorized to sign this bid on behalf of the bidders. Contractor must comply with USDA Federal Regulations regarding procurement for Child Nutrition Programs – 7 CFR Part 3015 to CFR Part 3016 and 3019.

## **11. Copyrights and Patents**

The contractor shall report to, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge. In the event of any claim or suit against the government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the contractor shall furnish to the government, when requested by the contracting officer, all evidence and information in the contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the contractor has agreed to indemnify the government. The contractor shall include the substance of this clause, including this paragraph, in all subcontracts that are expected to exceed the simplified acquisition threshold.

### **Patent Indemnity:**

The contractor shall indemnify the government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the government of such supplies or construction work. This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to:

- (A) An infringement resulting from compliance with specific written instructions of the contracting officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the contractor;
- (B) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or
- (C) A claimed infringement that is unreasonably settled without the consent of the contractor, unless required by final decree of a court of competent jurisdiction.

## **12. Originality and Title to Concepts, Materials, and Goods Purchased**

Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to PGCPs pursuant to the terms of the contract shall be wholly original with the contractor or that the contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The contractor represents and warrants that the concepts, materials, goods and services and PGCPs use of same and the exercise by PGCPs' School Nutrition Program of the rights granted by the contract shall not infringe upon any other work, other than material provided by the contract to the contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the contract.

## PART VI: APPENDICES

### APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR SEALED BIDS

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and county laws, rules, ordinances, statutes, etc., that may impact this contract. The Board shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, The Board may find said Contractor in default.

#### 1. INVITATION TO BID

- a. The Board of Education of Prince George's County ("The Board") invites all interested and qualified vendors to submit sealed bids for the procurement of goods and services in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions
- b. **DEFINITIONS:** For the purpose and clarity of this document only, "The Board" will mean the Board of Education of Prince George's County. Also, for the purpose and clarity of this document, "Bidder" will mean any reliable and interested broker, vendor, contractor, and/or manufacturer that want to bid on this contract.

#### 2. GENERAL BID REQUIREMENTS

- a. **AUTHORIZED DEALERS:** Only authorized dealers may bid on requested equipment. At the discretion of The Board, a certificate, executed by the manufacturer, may be requested stating that the Bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. **INSPECTIONS:** After Bid award, The Board reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this bid for as long as may be considered necessary by The Board. All expenses of the inspectors shall be borne by The Board. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Bidder of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for The Board, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. **TYPES OF PURCHASES:** These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Prince George's County, Maryland, whichever is specified, in quantities to be determined subsequent to the bid opening. There are approximately 240 schools and offices in The Board.
- d. **SINGLE PRICE:** The Bidder will not be allowed to offer more than one price on each item even though the Bidder may feel that it has two or more types or styles that will meet specifications. Bidder must determine which to offer. If said Bidder should submit more than one price on any item, all prices for that item will be rejected.

- e. **AGGREGATE BIDS:** Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the Board. When an aggregate bid is requested, the unit prices for each item shall be identified in the bid response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the Board Director of Purchasing & Supply Services to such conflict for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand name and model numbers are offered as a reference for Bidders as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the Board. (Refer to General Conditions.)
- h. **PRODUCT OFFERED BY THE BIDDER:** The product offered by the Bidder shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Bidder shall offer to The Board a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The awarded Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director, Purchasing & Supply Services. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The Board, which would provide sufficient data to enable The Board to judge the bidder's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Bidder, in writing, as an attachment to the bid response. Bidders are fully aware that any deviations may render their bid as non-responsive. The absence of a written list of specification deviations attached to the bid response will hold the Bidder strictly accountable to The Board to the specification as written. After Bid award, any deviation by the Awarded Bidder from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **SUB-CONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Board. The Awarded Bidder shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications. The information may be used in considering the potential performance capabilities of the sub-



contractor(s). The Awarded Vendor shall not, without prior written consent of The Board, assign any of the monies payable under the contract.

- I. **COOPERATIVE PURCHASING:** The Board reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Bidder. The Board does not assume any responsibility other than to obtain pricing for the specifications provided.

- m. **E-COMMERCE:** The Board has entered into an agreement with a third party provider of an e-commerce system. The Awarded Vendor shall provide and maintain an electronic catalog of all applicable supplies and materials during the term of the contract. **(Not Applicable)**
- n. **VISA CREDIT CARD ACCEPTANCE:** The Board of Education of Prince George's County (the Board) is engaged in a Visa Purchasing Card Program to procure product. The Board reserves the right to use, the Visa Card in addition to purchase orders for purchases made under any contract resulting from this solicitation.

### 3. BID PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the bid request. All unit prices on items bid shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the bid, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever The Board indicates the unit of measure required for bidding purposes and the Bidder's price(s) is based on a different unit of measure than that indicated in the bid proposal, it shall be at the sole discretion of The Board to determine whether the Bidder's price will be recalculated. The Board will not accept any bids with bidder escalator clauses, unbalanced figures, or irregular features.
- c. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- d. **PRICE REDUCTIONS:** The Board reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.

- e. **TAXES:** The Board is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax.

#### 4. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for The Board shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **8:30 a.m. and 2:30 p.m.**; to schools – between **9:00 a.m. and 2:30 p.m.** The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a The Board worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.
- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in the General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. The Board purchase order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location, (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to The Board complying with the Safety regulations as required by the Occupational Safety and Health Administration (OSHA) and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the bid proposal, certifying the regulations for the type equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: Prince George's County Public Schools Director of Safety, 13300 Old Marlboro Pike, RM 20, Upper Marlboro, MD 20772
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, The Board reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of The Board. Liquidated damages may be assessed at the rate of 2% of the value for work not completed in accordance with the contract specifications, terms and conditions for each calendar day of delinquency beyond the contracted delivery date.

## 5. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by The Board. Vendor expressly warrants that: (a) The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b) The Vendor hereby provides a warranty of authorization as to all goods and services. (c) The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendor must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. Awarded Vendor, its employees, agents, volunteers, and contractors who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.
- c. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the Bid Request.
- d. **FURNITURE AND EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of The Board are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of The Board. These repairs and/or replacements shall be made at such times as will be designated by The Board to avoid any interruption to the instructional programs.
- e. **OFFICE EQUIPMENT:** Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- f. **OTHER EQUIPMENT:** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Conditions for requirements on specific equipment.
- g. **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

## 6. BONDING (N/A)

- a. Bidders may be required to provide any Bid Bonds, Performance Bonds, or Payment Bonds. Refer to General Terms and Conditions.

## 7. STABILITY OF FIRM

- a. Bids will not be considered from companies who are currently involved in official financial reorganization or bankruptcy proceedings.

## 8. BID SUBMISSION

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the Bidder's own risk and Bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Bidders.
- b. **SUBMISSION:** Bids shall be delivered to the Purchasing Department, 13300 Old Marlboro Pike, RM 20, Upper Marlboro, Maryland 20772 detailed in the General Terms and Conditions.
- c. **BIDDER ADDRESS:** Each bid must show the full business address, telephone number, email and fax number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary.
- d. **PARTNERSHIPS:** Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- e. **CORPORATIONS:** Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of authorization to do so.
- f. **CERTIFICATES AND AFFIDAVITS:** All Bidders shall be required to complete the certificates and/or affidavits that are incorporated into the proposal pages of this specification. Such documents are required by local, state, or federal funding agencies of The Board as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, Small Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- g. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Bidders may be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the bid and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested.
- h. **BID PREPARATION FEES:** The Board will not be responsible for any costs incurred by a Bidder in preparing and submitting a proposal in response to a bid.
- i. **BID OPENINGS:** The Board shall receive sealed bids until the date and time indicated on the bid cover sheet. At the time of the bid opening, the Buyer shall open all bids received, read publicly, and record the responses. The Board shall then review all responses and

analyze the results of the bidding process. Upon acceptance and approval of the bid(s) by the Board, the Board may grant its approval subject to such conditions as it may deem appropriate. All bids shall be publicly opened at the Facilities Administrative Building, 13300 Old Marlboro Pike RM 20, Upper Marlboro, Maryland 20772 on the date specified on the bid cover sheet. In the event of inclement weather on the due date of a bid and the Board is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.

- j. **BID EVALUATION:** While these specifications are intended to describe the principal features of the items bid, Bidders are notified that the proposed items will be evaluated for compliance with detailed specifications. The bid specifications shall vary with each individual bid issued, and the award shall be made in accordance with the General Terms and Conditions, which identify an individual line item, group bid or an aggregate basis. Bids shall be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. Evaluation may also be made for other factors such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. The Board will consider the Bidder's record and performance of any prior contracts with The Board, federal departments or agencies, or with other public bodies.
- k. **TIE BIDS:** In the event of tie bids, where all other factors such as past performance on purchases/contracts or Bidder's service or delivery record are considered comparable, the selection of the successful Vendor shall be made by the Director Purchasing & Supply Services via a coin toss.
- l. **BID AWARD:** Bids will be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. The award may be subject to final review and approval by the Board. Upon acceptance and approval of the bid(s) by the Board, the Board may grant its approval subject to such conditions as it may deem appropriate. In such cases, a Notice of Award will not be issued until the award has been approved by the Board.
- m. **RIGHT TO PROTEST:** The Director of Purchasing and Supply Services shall attempt to resolve informally all protest of bid award recommendations. Vendors are encouraged to present their concerns promptly to the Buyer and/or Purchasing Supervisor for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.
  - 1. An interested party (bidding of standing or bidder) may protest to the Director of Purchasing and Supply Services a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.
    - a. The protest shall be in writing addressed to the Purchasing Supervisor with a copy to the Director and shall include the following:
      - i. The name address and telephone number(s) of the protester.
      - ii. Identification of the solicitation
      - iii. Statement of reasons for the protest
      - iv. Supporting documentation to substantiate the claim
      - v. The remedy sought

2. The protest must be filed with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the bidder or bidder that their bid or proposal will be rejected.
3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
4. The Director of Purchasing shall inform the Chief Financial Officer (CFO) upon receipt of the protest.
5. The Director of Purchasing shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

**n. APPEAL OF CONTRACT AWARD DECISION**

1. The Director of Purchasing shall issue a decision in writing. Any decision of a bid award protest may be appealed to the CFO within two (2) days of issuance of the decision by the Director of Purchasing.
2. Any decision of a bid award protest may be appealed to the Board of Education within thirty (30) days of issuance of the decision by the CFO.
3. A vendor who remains unsatisfied after following the procedures may contest a contract awarded by the Board by filing an appeal to the Maryland State Board of Education as provided by Maryland's public school law.
4. The Board reserves the right to award during protest and or during an appeal, if a determination that execution of the contract without delay is necessary to protect substantial State and Board interest.
5. The Bidder shall refer to the General Terms and Conditions attached to the bid for details regarding the Term of Contract for this bid.

**9. COMMENCEMENT OF SERVICES**

- a. The Board shall have no obligation to pay for services performed before the Notice of Award is executed; Board approves the contract or after the contracts ends. The Board shall have no obligation to pay for services in excess of the monetary amount of the award. The Board shall have no obligation to pay for services before a purchase order is issued.

**10. ADDENDA**

- a. **QUESTIONS/INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Inquiries are to be sent in writing via email to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. **ISSUANCE:** Any changes to the bid specifications will be made through the appropriate addenda. Failure of any Bidder to receive such addenda or interpretation shall not relieve any Bidder from any obligations under this bid as amended by all addenda. All addenda so issued shall become part of the award.

## 11. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** The Board reserves the right to exercise its statutory option to reject any or all bids and re-advertise for other bids. The Board reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the Board also reserves the right not to order any items(s) within the specification.
- b. **WAIVER OF TECHNICAL DEFECTS:** The Board reserves the right to waive minor technical defects or minor irregularities, if in its judgment the interest of The Board shall so require.
- c. **CONTRACT RESERVATIONS:** The Board reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The Board materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The Board to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including but not limited to Acts of GOD, war, flood, governmental restrictions, or the inability to obtain transportation, The Board reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of GOD, war, flood, governmental action, or the inability to obtain transportation, The Board reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.
- d. **AUTHORITY TO DEBAR OR SUSPEND:** The Purchasing Director shall have the authority to debar a person or company for cause from consideration for award of contracts.

## 12. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The Board may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The Board shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Board. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c. **TERMINATION FOR CONVENIENCE:** The Board has the right to withdraw from the terms of the contract, without liability or showing cause, by providing ten (10) calendar days written notice to the Vendor. The Vendor shall be compensated for services rendered prior to the date of termination.

### 13. GOVERNING LAW

- a. The bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the Circuit Court of Prince George's County, Maryland.

### 14. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. The Board reserves the right to short-pay any line item invoice price on the invoice that does not agree with the line item price shown on the purchase order. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and shall be mailed to Prince George's County Public Schools, Accounts Payable Office, 14201 School Lane, RM 130, Upper Marlboro Maryland 20772 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.
- b. **INCORRECT INVOICES:** Invoices will be returned for correction unless they contain the following information: Item Numbers, Description of Item, Quantity, Unit Price extensions, and total. Each invoice shall reflect the Board Purchase Order Number, Ship to Location, and all the items on the invoice shall be listed in the same sequence as listed on the Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.
- e. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the Board. Vendor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and The Board for the mutual disclosure of such records by and among the Vendor, The Board and The Board' employees, agents, volunteers and contractors.
- f. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the Board of Education and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorneys' fees, litigation expenses and court costs, connected therewith, brought against the Board, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.



## 15. INSURANCE:

- a. The contractor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of the BOARD, damage to the property of others, including the BOARD, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-contractor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.
- b. The following coverages and limits are required of all vendors:
  1. Worker's Compensation and Employer's Liability in the amount required by statutory regulations.
  2. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Maryland Insurance Law) at not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Contract.
  3. Commercial General Liability Insurance in the amount of not less than \$1,000,000 per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of and \$3,000,000 aggregate. Such insurance shall include contractual liability insurance.
  4. Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000) in the event the service delivered pursuant to this Contract, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Contract shall mean any services provided by a licensed, certified or otherwise documented professional.
- c. The certificate on this insurance shall be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983** and indicate paid up coverage for the term of the contract.
- d. The certificate of insurance **TO BE SUBMITTED** to the PURCHASING OFFICE, FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, ROOM 20, UPPER MARLBORO, MARYLAND 20772-9983.
- e. It will be the responsibility of the successful bidder(s) to ensure that a **current** Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.
- f. The cost of the above insurance shall be considered an overhead or operating expense to the Contractor, similar to rental costs, utilities, automobile liability insurance, and other business-related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Invitation for Bid.**

## 16. NON-ASSIGNABILITY

- a. This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of the Board. Any attempt to do so without such written consent shall be null and void of no effect.

**17. INDEPENDENT VENDOR**

- a. Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.

**18. GENERAL RECORDS CLAUSE**

- a. The Vendor shall agree that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by The Board and made available by the Vendor to the Board and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of five (5) years after final payment or such longer period of time as required by law or rule or regulations.

**19. SOLE AGREEMENT**

- a. This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or bids shall not be considered a part of this Contract.

**20. PROTECTION OF PROPERTY**

- a. Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at The Board sites and all material furnished by The Board. If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the Board as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

**21. PUBLIC STATEMENTS**

- a. Vendor shall not use or reference the Name or Emblem of the Prince George's County Public Schools in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange), without the prior written consent of The Board, whose consent will not be unreasonably withheld. Purchase by the Board of any articles, material, merchandise, or service does not imply that the Board has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the Board in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the Board is prohibited by the United States Criminal Code - Section 706.

**22. BID FORM**

- a. All pricing submitted shall be prepared and submitted using the enclosed Bid Form and not using other forms or formats. Bidders, who modify the Bid Form or include supplemental pricing or conflicting cost information, will be considered non-conforming and the bid will be rejected.

**23. SENSITIVE INFORMATION**

- a. The bidder shall not publish or otherwise disclose, except to the board and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in publications whereby the information or data furnished by or about particular person or establishment can be identified, except with the consent of such person or establishment.
- b. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise rerolled in, a PGCPs program affected by or benefiting from services under this bidder for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

**24. NON-HIRING OF EMPLOYEES**

- a. No employee of the Board shall be employed or encouraged to become employed by the bidder.

**25. RELATIONSHIP TO THE BOARD**

- a. The bidder will be legally considered as an independent contractor and neither the firm nor its employees will, under any circumstances, be considered an employee or agent of the Board. The Board will not be legally responsible for any negligence or other wrong doing of the contractor, its servants or agents.

**26. AVAILABILITY OF FUNDS**

- a. 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.

**27. INFRINGEMENT OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OTHER INTEREST**

- a. The following terms apply to any infringement, of claim or infringement, of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, normal use or sale of any material, equipment, programs or services furnished by Respondent to the Board, unless such infringement or claim results from the Respondent following written instruction or directions of The BOARD. Respondent shall indemnify the Board, for any loss, damage, expense, or liability that may result by reason of any such infringement or claim. Respondent shall defend or settle, at Respondent's own expense, any action or suit for which Respondent is responsible hereunder. The Board shall notify Respondent promptly of any claim or infringement for which Respondent is responsible and shall cooperate with Respondent in every way to facilitate the defense of any such claim.

**28. NON-DISCRIMINATION**

- a. The Contractor is to conduct business in a non-discriminatory manner prohibiting discrimination in any manner against any employee or applicant for employment because of sex, race, creed, color, age, mental or physical disability, sexual orientation or national origin.

**29. LEGAL COMPLIANCE**

- a. Contractor shall comply in all respect with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.
- b. Specifically, contractor shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of contractor and contractor's subcontractors are screened through the Federal Government's E-Verify system, found at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify). This is a "no fee" service.

**30. EPA COMPLIANCE**

- a. Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

**APPENDIX B - NON-COLLUSION CERTIFICATE  
(TO BE SUBMITTED WITH BID)**

**IFB PUR-006-23 FRESH FOODS**

I HEREBY CERTIFY that I am the \_\_\_\_\_ and the duly authorized

representative of \_\_\_\_\_

whose address is \_\_\_\_\_ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

(a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;

(b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
PRINTED OR TYPED NAME)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX C - DEBARMENT AFFIDAVIT  
(TO BE SUBMITTED WITH BID)**

**IFB PUR-006-23 FRESH PRODUCE**

\_\_\_\_\_, being first duly sworn deposes and says that he is an officer in the \_\_\_\_\_ and the party making a certain proposal or bid dated, \_\_\_\_\_20\_\_\_\_, to the Board of School of Education of Prince George's County Public:

I further affirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

\_\_\_\_\_  
\_\_\_\_\_

I further affirm that:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

\_\_\_\_\_  
\_\_\_\_\_

Signature of:

x \_\_\_\_\_  
Bidder, if the bidder is an individual

x \_\_\_\_\_  
Officer, if the bidder is a corporation

x \_\_\_\_\_  
Partner, if the bidder is a partnership

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX D - ANTI-BRIBERY AFFIDAVIT  
(TO BE SUBMITTED WITH BID)**

**IFB PUR-006-23 FRESH PRODUCE**

\_\_\_\_\_, being first duly sworn deposes and says that he is an officer in the organization known as \_\_\_\_\_ and the party making a certain proposal or bid dated, \_\_\_\_\_ 20\_\_\_\_, to the Board of Education of Prince George’s County:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of:

x \_\_\_\_\_  
Bidder, if the bidder is an individual

x \_\_\_\_\_  
Officer, if the bidder is a corporation

x \_\_\_\_\_  
Partner, if the bidder is a partnership

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX E - CERTIFICATE OF INSURANCE COVERAGE  
(TO BE SUBMITTED WITH BID)**

**IFB PUR-006-23 FRESH PRODUCE**

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME OF SURETY: (TYPE OR PRINT) \_\_\_\_\_

NAME OF AGENT: (TYPE OR PRINT) \_\_\_\_\_

AGENT'S PHONE NO: \_\_\_\_\_

The below signed hereby certifies that the following information is true and correct.

<b>TYPE OF COVERAGE</b>	<b>MINIMUM REQUIRED LIMITS</b>	<b>POLICY OR BINDER NUMBER</b>	<b>ACTUAL LIMITS PROVIDED</b>	<b>EXPIRATION DATE</b>
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$3,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
WORKMAN'S COMP	MARYLAND STATE MINIMUM COMPENSATION STATUTORY			
EMPLOYERS LIABILITY	AS REQUIRED BY STATUTORY REGULATIONS			

( ) LIMITS ON ABOVE POLICY WILL BE INCREASED      ( ) ABOVE POLICY NOW IN EFFECT

( ) POLICY WILL BE OBTAINED/ISSUED ON \_\_\_\_\_



The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

- The Board of Education of Prince George’s County is hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to the Board of Education of Prince George’s County.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by the Board of Education of Prince George’s County.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- The Board of Education of Prince George’s County is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. The Board of Education of Prince George’s County bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to the Board of Education of Prince George’s County. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The successful bidder will be required to provide insurance coverage as shown in General Conditions of Bid and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. This can be done by one of the two following methods:

1. Complete form “CERTIFICATION OF INSURANCE COVERAGE” or
2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

“The Board of Education of Prince George’s County is hereby named as Additional Insured.”

“The policy(s) cannot be reduced or canceled without at least forty-five (45) days’ prior written notice to the Board Of Education of Prince George’s County.”

“The insurance company is prohibited from pleading government function in the absence of any specified written authority from the Board of Education of Prince George’s County.”

“The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.”

Regardless of the method used, the form MUST be totally complete, MUST show that all Limits of Insurance are or will be met, and MUST be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the bid is submitted may result in rejection of your bid as being non-responsive.

\_\_\_\_\_  
(AUTHORIZED AGENT’S SIGNATURE)

\_\_\_\_\_  
(DATE)

**APPENDIX F – PRICING CONFIRMATION  
(TO BE SUBMITTED WITH BID)**

**IFB PUR-006-23 FRESH PRODUCE**

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TO: BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY

We propose to furnish and deliver of **FRESH PRODUCE** to the Board of Education of Prince George's County in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of the solicitation.

**Instructions:**

1. Each vendor shall provide a fixed price for each cost item listed on the **IFB 002-23 Attachment E - Bid Form (Excel document)**. *Bidders shall provide pricing for all line items or indicate No Bid in the appropriate space. Prices shall be fixed for the initial contract award year(s).*

The undersigned agrees to furnish all labor, materials, and services necessary to provide **FRESH PRODUCE** for The Board of Education of Prince George's County in accordance with the attached specifications, and other related contract documentation.

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Email Address \_\_\_\_\_

**APPENDIX G - ADDENDA ACKNOWLEDGEMENT  
(TO BE SUBMITTED WITH BID)**

**IFB PUR-006-23 FRESH PRODUCE**

**(If applicable) Please complete and return with your bid response.**

**I the undersigned acknowledge the receipt of the following addenda to this solicitation**

**Addendum #1- Date Received \_\_\_\_\_**

**Addendum #2 - Date Received \_\_\_\_\_**

**Addendum #3 - Date Received \_\_\_\_\_**

**Addendum #4 - Date Received \_\_\_\_\_**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Vendor Name**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Contact Phone Number**

**APPENDIX H- MBE DOCUMENTS**

**IFB PUR-006-23 FRESH PRODUCE**

**PROVIDE MBE DOCUMENTS**

***This document must be completed, signed in blue ink by an authorized company official and submitted with your bid response.***

***Note: Information about this program and forms for compliance can be downloaded online at: <http://www.pgcps.org/generalcounsel/>, click on "Administrative Procedures," then click on Business and Non-Instructional Operations -3000 for Administrative Procedure 3325 and attachments.***

Contractor \_\_\_\_\_ Bid No. \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**FOR MINORITY USE ONLY**

LOCALLY BASED MINORITY BUSINESS: PGC MBE\_\_\_\_ PGC MWE \_\_\_\_\_ MD MBE\_\_\_\_  
MD MWE\_\_\_\_\_

INDICATE IF YOU ARE A MINORITY BUSINESS CERTIFIED BY:

P.G. COUNTY GOVERNMENT: Certification No.: \_\_\_\_\_

MD. STATE DEPT. OF TRANSPORTATION: Certification No.: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title- Authorized Official

If a corporation, it was organized under the laws of the state of, in the year \_\_\_\_\_ a  
partnership, list names of partner \_\_\_\_\_.

**APPENDIX I - REFERENCES  
(TO BE SUBMITTED WITH BID)**

**IFB PUR-006-23 FRESH PRODUCE**

The bidders must provide three (3) References from present or former customers which are configured and represent similar size and scope of Prince George's County Public Schools.

Failure to submit the required information with the bid may be cause for rejection of the bid.

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**APPENDIX J – LETTER OF INTENT TO SUBMIT A BID  
IFB PUR-006-23 FRESH PRODUCE**

**Send via email to: [Donna.Parks@pgcps.org](mailto:Donna.Parks@pgcps.org) and [Diane.Forde@pgcps.org](mailto:Diane.Forde@pgcps.org)**

**Respondent shall submit this document on its letterhead**

**(Due No later than 5pm ET on January 6, 2023)**

On behalf of **(Institution Name)**, we are pleased to inform you of our intent to submit a bid for **FRESH PRODUCE**. Our offer will address all components of the IFB. We intend to submit a bid to you by

\_\_\_\_\_.

Signed: \_\_\_\_\_

Printed Name, Title: \_\_\_\_\_

OFFICIAL NAME OF YOUR ORGANIZATION:	
COMMON NAME OF YOUR ORGANIZATION:	
PROGRAM/CENTER NAME (IF APPLICABLE):	
NAMES OF PARTNER ORGANIZATIONS: (if applicable)	
MAIN ADDRESS:	TELEPHONE:
MAILING ADDRESS (IF DIFFERENT):	EMAIL:
	FAX:
	WEBSITE:
PROJECT DIRECTOR – NAME, TITLE AND CONTACT INFORMATION:	