



Robert Johnson, Esq. Director

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

NOTICE OF CONTRACT AWARD

July 31, 2018

Pilgrim's Pride Corp School Foodservice
1770 Promontory Circle
Greeley, CO 80634-9039
Telephone: 678.482.2231
Contact Email: jody.hardin@pilgrims.com

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

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

Pilgrim's Pride Corp has been selected as the vendor to provide services in accordance with the above-mentioned IFB. This contract sets-forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered by Purchasing Department to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

Until the contract is signed by Pilgrim's Pride Corp and the BOARD, authorization for commence to service sites on behalf of the contract is forbidden. Please sign below and return all documents to the PURCHASING OFFICE within Ten (10) business days. Failure to sign the contract award and return all required documents within the specified time, shall rule your offer null and void and, therefore, award shall be made to the next low responsive bidder.

INITIAL CONTRACT TERM

The initial term of the contract will be for the following contracted period. Prices shall remain firm for the initial term of the contract. This contract is effective from **September 1, 2018 – August 31, 2019.**

OPTION TO RENEW CONTRACT

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall not exceed three (3) additional one (1) year periods.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

See Contract Price -Page 5.

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Commence service/work/deliveries only after receipt of a purchase order(s) signed by the Purchasing Agent.

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

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

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

AVAILABILITY OF FUNDS

The contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

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

FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

Employees Having Direct Contact with and/or Uncontrolled Access to Students:

- A. Any and all current and future employees of the Vendor who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George's County Department of Social Services, and complete the Safe Schools training module – Prince George's County Child Abuse: Mandatory Reporting and any other required training as appropriate.
- B. All background checks must be completed 15 business days prior to beginning work in and around PGCPs property or engaging in any authorized activities involved PGCPs students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPs satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCPs until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through Safe Schools.
- C. Prior to initiating any work at a school building, current and future employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and instructors of the Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.

Restrictions on Employee Assignments:

Vendors are prohibited from assigning the following persons from working at a PGCPs location:

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)

- C. Individuals identified as an alleged abuse or neglect or following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

CRIMINAL BACKGROUND CHECKS

1. GENERAL PROVISIONS

- A. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified below.
- B. The Vendor agrees to provide the designated PGCPs representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:
 - i. title of the project
 - ii. school/office
 - iii. solicitation number
 - iv. contract number; and
 - v. PGCPs representative/project manager
- C. An Executed Contract will not be issued by the PGCPs Purchasing Department until proof has been provided that the background check and training requirements below have been completed 15 days following the issuance of Notice of Award.

Compliance with Laws

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

INSURANCE

A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD within ten (10) business days. The certificate should reference the Solicitation Number as shown herein. It will be the responsibility of the contractor to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

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

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

[Redacted Signature]
SIGNATURE

8/1/2018

DATE

Jody Hardin
NAME

Commodity Manager
TITLE

Pilgrim's Pride Corp.
FIRM

[Redacted Signature]
SIGNATURE

8/9/18

DATE

Robert Johnson
NAME:

Director, Purchasing & Supply Services
TITLE

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

| Group | Product Description (Short) | Description (Long) | Estimated Quantity | Brand Bid (Vendor) | Product Code | Pack Size Example: 30 lbs. CS | Pieces/ Serving | Serving Size # Example: 2.9 oz. 1 MMA/1 GRN | Component Contribution | Servings/ Case | Diverted Food Pounds/ CS | Diverted Food Cost/ CS | FFS/ Case OR | FFS/ Pound | Rabate Amount | w/Commodity Total Cost/ Case | w/Commodity Total Cost/ Serving | Commercial Price/Case | Commercial Price/Serving |
|---|--|--|--------------------|--------------------|--------------|-------------------------------------|--|---|------------------------|----------------|--------------------------|------------------------|--------------|------------|---------------|------------------------------|---------------------------------|-----------------------|--------------------------|
| a | b | c | d | e | f | g | h | i | j | k | l | m | n | o | p | q | r | s | t |
| GROUP G: Processed Chicken Products Using 100100, Small Chicken | | | | | | | | | | | | | | | | | | | |
| G-1 | Chicken, 8-Piece, Breaded | Breaded Chicken, fully cooked, marinated chicken made with a minimum of 51% whole grain breading, 8-piece cut up parts. No soy. Each breast, thigh, or drumstick and wing combination (3 oz. edible meat weight) to provide a minimum of 2.0 oz. meat/meat alternate equivalent and 1 oz. eq grain for NSLP. Portion to provide a minimum of 215 calories and no more than 500 mg of sodium. Packed 35 lbs. Pilgrim's Pride 7812 or equal. | 10,000 | CS | 7812 | 35# CS | 1 breast, or 1 thigh, or 1 drum & wing | varies | 2 MMA, 1 GRN | 70 | 34.9854 | 29.93 | \$ 51.63 | n/a | n/a | \$ 81.56 | \$ 1.1700 | \$ 81.56 | \$ 1.1700 |
| G-2 | Chicken, 8-Piece, Roasted | Roasted Chicken, fully cooked, marinated 8-piece cut up parts. Each breast, thigh, or drumstick and wing combination (3 oz. edible meat weight) to provide a minimum of 2.0 oz. meat/meat alternate equivalent for NSLP. Portion to provide a minimum of 150 calories and no more than 100 mg of sodium. Packed 30 lbs. Pilgrim's Pride 8820 or equal. | 6,500 | CS | 8820 | 30# CS | 1 breast, or 1 thigh, or 1 drum & wing | varies | 2 MMA | 68 | 44.7761 | 38.31 | \$ 44.25 | n/a | n/a | \$ 82.56 | \$ 0.9400 | \$ 82.56 | \$ 0.9400 |
| GROUP H: Processed Chicken Products Using 100143, Large Chicken | | | | | | | | | | | | | | | | | | | |
| H-2 | Chicken, Breaded Patty | Breaded Chicken Patty, fully cooked, made w/whole grain rich breading. IQF. No Milk. No Soy. Each 3.90 oz. serving to provide a minimum of 2.0 oz. meat/meat alternate equivalent and 1 bread/grain equivalent for NSLP. Portion to provide a minimum of 250 calories and no more than 325 mg of sodium. Packed 30 lbs. Pilgrim's Pride 6616 or equal. | 5,500 | CS | 6616 | 30# CS | 1 Ea. | 3.9 oz. | 2 MMA, 1 GRN | 120 | 31.25 | 27.99 | \$ 35.85 | n/a | n/a | \$ 63.84 | \$ 0.5320 | \$ 63.84 | \$ 0.5320 |
| H-3 | Chicken, Breaded Popcorn Smackers | Breaded Popcorn Chicken, fully cooked, made w/whole grain rich breading. IQF. Each 4.3 oz. portion to provide a minimum of 2.0 oz. meat/meat alternate equivalent and 1 oz. eq grain for NSLP. Portion to provide a minimum of 290 calories and no more than 490 mg of sodium. Packed 30 lbs. Pilgrim's Pride 110458 or equal. | 2,750 | CS | 110458 | 30# CS | 10-0.43 oz. | 4.3 oz. | 2 MMA, 1 GRN | 108 | 405.541 | 36.31 | \$ 39.75 | n/a | n/a | \$ 76.06 | \$ 0.7043 | \$ 76.06 | \$ 0.7043 |
| H-4 | Chicken, Breaded Tenders | Breaded Chicken Tenders, fully cooked, made w/whole grain rich breading. IQF. No Milk. No Soy. Each three (3) -1.3 oz. average strip to provide a minimum of 2.0 oz. meat/meat alternate equivalent and 1 oz. eq grain for NSLP. Portion to provide a minimum of 250 calories and no more than 320 mg of sodium. Packed 30 lbs. Pilgrim's Pride 6216 or equal. | 5,500 | CS | 6216 | 30# CS | 3-1.3 oz. | 3.9 oz. | 2 MMA, 1 GRN | 120 | 31.25 | 27.99 | \$ 35.85 | n/a | n/a | \$ 63.84 | \$ 0.5320 | \$ 63.84 | \$ 0.5320 |
| H-5 | Chicken, Marinated Strips | Chicken Fajita Strips, fully cooked, unbreaded, marinated, whole muscle, with grill marks. IQF. Each 2.46 oz. serving to provide a minimum of 2.0 oz. meat/meat alternate equivalent for NSLP. Portion to provide a minimum of 115 calories and no more than 300 mg of sodium. Packed 30 lbs. Pilgrim's Pride 1260 or equal. | 5,000 | CS | 1260 | 30# | varies | 2.47 oz. | 2 MMA | 195 | 51.136 | 45.8 | \$ 46.35 | n/a | n/a | \$ 82.15 | \$ 0.4726 | \$ 82.15 | \$ 0.4726 |
| H-6 | Chicken, Whole Muscle, Breaded, Bites/Drunks | Breaded Chicken Bites made with boneless, skinless chicken breast fillet, no soy. Breading to be whole grain rich. Fully cooked. IQF. Each five (5) -0.75 oz. (3.75 oz) average serving to provide a minimum of 2.0 oz. meat/meat alternate equivalent and 1.25 oz. eq grain for NSLP. Portion to provide a minimum of 200 calories and no more than 480 mg of sodium. Packed 30 lbs. Pilgrim's Pride 7518 or equal. | 1,800 | CS | 7518 | 30# CS | 5-0.75 oz. | 3.75 oz. | 2 MMA, 1 GRN | 128 | 24.76 | 22.18 | \$ 65.55 | n/a | n/a | \$ 87.73 | \$ 0.6900 | \$ 87.73 | \$ 0.6900 |
| H-7 | Chicken, Whole Muscle, Breaded, Breast Fillet | Breaded Chicken Filets made with boneless, skinless chicken breast fillet, no soy. Breading to be whole grain rich. Fully cooked. IQF. Each 4 oz. serving to provide a minimum of 2.0 oz. meat/meat alternate equivalent and 1 oz. eq grain for NSLP. Portion to provide a minimum of 210 calories and no more than 550 mg of sodium. Packed 30 lbs. Pilgrim's Pride 7516 or equal. | 1,200 | CS | 7516 | 30# CS | 1 Ea. | 4 oz. | 2 MMA, 1 GRN | 120 | 24.76 | 22.18 | \$ 65.15 | n/a | n/a | \$ 88.33 | \$ 0.7400 | \$ 88.33 | \$ 0.7400 |
| H-8 | Chicken, Whole Muscle, Breaded, Breast Fillet, Spicy | Breaded Hot & Spicy Chicken Filet made with boneless, skinless chicken breast fillet, no soy. Breading to be whole grain rich. Fully cooked. IQF. Each 4 oz. servings provide a minimum of 2.0 oz. meat/meat alternate equivalent and 1 oz. eq grain for NSLP. Portion to provide a minimum of 210 calories and no more than 550 mg of sodium. Packed 30 lbs. Pilgrim's Pride 7517 or equal. | 800 | CS | 7517 | 30# CS | 1 Ea. | 4 oz. | 2 MMA, 1 GRN | 120 | 24.76 | 22.18 | \$ 65.55 | n/a | n/a | \$ 87.73 | \$ 0.7311 | \$ 87.73 | \$ 0.7311 |