



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

October 10, 2018

Culinary Ventures Maryland
900 Keith Lane
Owings, Maryland 20736
Telephone: 410.257.0124 ext. 302
Contact Email: Ed.Baddour@cvmaryland.com

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

SUBJECT: IFB 027-18 – Snacks and Beverages

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

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

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

INITIAL CONTRACT TERM

The initial term of the contract will be for the following contracted period. Prices shall remain firm for the initial term of the contract. This contract is effective from **October 1, 2018 – September 30, 2019**.

OPTION TO RENEW CONTRACT

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

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

\$553,296.25

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 027-18** 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 PGCPD representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:
- i. title of the project
 - ii. school/office
 - iii. solicitation number
 - iv. contract number; and
 - v. PGCPD representative/project manager
- C. An Executed Contract will not be issued by the PGCPD Purchasing Department until proof has been provided that the background check and training requirements below have been completed 15 days following the issuance of Notice of Award.

Compliance with Laws

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

CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. Employees Having Direct Contact with Students:

Any and all current and future employees of Consultant/Contractors who may have direct contact with students must have a criminal background check and fingerprinting conducted by the Finger Printing Office of the Board before 14 days before beginning work. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant/Contractors by check or money order at the time the fingerprinting is performed. No employee can begin work in a PGCPD Schools until results have been received. Violation of this provision may result in Termination for Cause.

B. Employees Do Not Have Direct Contact With Students:

Employees of Consultant/Contractor who will be placed in a PGCPD Schools but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background

checks. Copies of the background checks must be forwarded to the Contract Officer before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Officer. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Officer within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. Employment of Child Sex Offenders:

The Consultant/Contractor shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender. If a registered child sex offender is employed by the Consultant/Contractor, the Consultant/Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any The Board property. Violation of this provision may result in Termination for Cause.

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 027-18** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

 10/11/18

 SIGNATURE DATE

Ed Baddour

 NAME

Vice President

 TITLE

Culinary Ventures MD

 FIRM

 10/19/18

 SIGNATURE DATE

Robert Johnson

 NAME:

Director, Purchasing & Supply Services

 TITLE

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

CONTRACT PRICING

ITEM No.	Item Description	Pack Size	Estimated Usage	Brand Name	Product Code	Pack Size (Units/Case)	Total Cost Per Case	Cost Per Unit	Extended Total Cost	
a	b	c	d	e	f	g	h	i (h / g)	j (h x d)	
Group A - Single Serve Chips, Pretzels, and Popcorn										
A-1	Cheetos, Oven Baked - Crunchy, Flamin Hot Single Serve Package, 0.875 oz. Frito Lay or equal.	104/ 0.875 oz.	1200	CS	Frito Lay	62933 62984	104	25.99	\$ 0.25	\$31,188.00
A-2	Cheetos Puffs, Reduced Fat - Cheese and/or Flamin' Hot Cheese Snack. Single Serve Package, 0.7 oz. Frito Lay or equal.	72/0.7 oz.	800	CS	Frito Lay	21912 21910	72	17.98	0.25	\$14,384.00
A-3	Doritos, Reduced Fat - Cool Ranch, Flamas, Nacho Cheese, Spicy Sweet Chili, Wild White Nacho. Single Serve, 1 oz. Frito Lay or equal.	72/1 oz.	4500	CS	Frito Lay	31748 36096 49093 67609	72	17.98	0.25	\$80,910.00
A-4	Funyons Baked Not Fried Onion Flavored Snacks. Single Serve, 0.75 oz. Frito Lay or equal.	104/0.7 5 oz.	400	CS	Frito Lay	66689	104	25.99	0.25	\$10,396.00
A-5	Popcorn, Reduced Fat Smartfood Delight - White Cheddar, Sea Salt Caramel. Single Serve, 0.5 oz. Frito Lay or equal.	72/0.5 oz.	150	CS	Frito Lay	25566	72	17.98	\$0.25	\$2,697.00
A-6	Popped Potato Chips, Reduced Fat - Cheddar, Red Hot Single Serve, 0.875 oz. Herr's or equal.	32/0.87 5 oz.	500	CS	Herr's		32	9.31	\$0.29	\$4,655.00
A-7	Potato Chip, Lay's Kettle 40% Less Fat - Applewood Smoked BBQ, Original, Sea Salt & Vinegar. Large Single Serve, 1 oz. Frito Lay or equal.	64/1 oz.	450	CS	Frito Lay	25115 25113 09598 25111	64	27.1	\$0.42	\$12,195.00
A-8	Potato Crisps, Baked Lays - BBQ, Original, and Sour Cream and Onion. Large Single Serve, 1.125 oz. Frito Lay or equal.	64/1.12 5 oz.	400	CS	Frito Lay	44395 44396 44398	60	14.99	\$0.25	\$5,996.00
A-9	Potato Crisps, Baked Ruffles - Cheddar and Sour Cream. Large Single Serve, 0.8 oz. Frito Lay or equal.	60/0.8 oz.	50	CS	Frito Lay	56882	60	14.99	\$0.25	\$749.50
A-10	TGI Friday Baked Fries - Cheddar, Dil Pickle. Single Serve, 1 oz.	72/ 1 oz.	100	CS	TGI Friday	31169 31250	72	20.25	\$0.28	\$2,025.00
	Total for Group A									\$165,195.50

ITEM No.	Item Description	Pack Size	Estimated Usage		Brand Name	Product Code	Pack Size (Units/Case)	Total Cost Per Case	Cost Per Unit	Extended Total Cost
a	b	c	d		e	f	g	h	i (h / g)	j (h x d)
Group B - Pre-Packaged Cookies, Granola Bars and Cereal Bars										
B-1	Cookies, 2 pack, pre-packaged, 1.1 oz. Made with whole grain. Assorted flavors to meet snack nutrition standards. Linden Cookies or equal.	63/1.1 oz.	125	CS	Linden		63	19.33	\$0.33	\$2,416.25
B-2	Cookies, Mini, pre-packaged, 1.1 oz. Made with whole grain. Chocolate Chippers and Butter Crunchers. Lindens Cookies or equal.	216/1.1 oz.	625	CS	Linden		216	56.2	\$0.26	\$35,125.00
B-3	Cookie, Soft Baked. Chocolate chip cookies made with whole grains. IW, 1.4 oz. Darlington or equal.	160/1.4 oz.	50	CS	Darlington		160	\$40.49	\$0.25	\$2,024.50
B-4	Pop-Tarts, Whole Grain. Assorted flavors to meet snack nutrition standards. Pre-packaged, 1.76 oz. Kellogg's or equal.	120/1.76 oz.	320	CS	Kellogg's		120	\$39.58	\$0.33	\$12,665.60
B-5	Cereal Bar, NutriGrain, - Assorted flavors to meet snack nutrition standards. Made with whole grains. Pre-packaged, 1.6 oz. Kellogg's or equal.	96/1.6 oz.	100	CS	Kellogg's		96	\$26.40	\$0.28	\$2,640.00
B-6	Cereal Bar, Soft and Chewy, made with whole grains - Assorted flavors to meet snack nutrition standards. Pre-Packaged, 1.4 oz. General Mills or equal.	96/1.4 oz.	100	CS	Quaker		125	\$27.29	\$0.22	\$2,729.00
	List flavors:									
B-7	Granola Bar, Chewy, Rice Krispies - Assorted flavors to meet nutrition standards. Made with whole grains. Pre-packaged Kellogg's or equal.	96/1.27 oz.	100	CS	Kellogg's		96	\$24.74	\$0.26	\$2,474.00
	List flavors:									
B-8	Oatmeal Bar, Made with whole grains. Pre-packaged, 1.2 oz. - Butterscotch or Chocolate Chip. Betty Crocker or equal.	144/1.24 oz.	100	CS	Darlington		216	\$49.67	\$0.23	\$4,967.00
B-9	Rice Krispies Treat, made with whole grain. Pre-packaged, 1.4 oz. Kellogg's or equal.	80/1.41 oz.	400	CS	Kellogg's	11052	80	\$38.23	\$0.48	\$15,292.00
B-10	Rice Krispies Treat, made with whole grain. Pre-packaged, 0.25 oz. Kellogg's or equal.	600/0.25 oz.	325	CS	Kellogg's		600	\$66.00	\$0.11	\$21,450.00
B-11	Trail Mix Bar, Chewy, Fruit & Nut Pre-packaged, 1.23 oz. Nature Valley or equal.	128/1.23 oz.	50	CS	Nature Valley		128	48.58	\$0.38	\$2,429.00
B-12	Granola Bar, Chewy. Made with whole grains. Pre-packaged, 0.89 oz. - Chocolate Chunk. General Mills or equal.	120/0.89 oz.	100	CS	Quaker	31186 31176	96	25.81	\$0.27	\$2,581.00
	Total for Group B									\$106,793.35

D-8	Iced Tea, Caffeine free. No added sugar/sweeteners. Assorted flavors to meet beverage standards. 12 oz. Tas-tor equal.	24/12 oz.	500	CS	TasTea	107 117	24	\$ 12.15	\$0.51	\$6,075.00
D-9	POWERade, electrolyte sports beverage with added vitamins. Zero calorie. Various flavors to meet beverage nutrition standards. Plastic bottles, 20 oz. POWERade or equal.	24/20 oz.	4000	CS	Powerade	152220 152219 152218	24	\$ 17.88	\$0.74	\$71,500.00
	List flavors: mixed berry, grape, fruit punch									
D-10	Propel Fit Water, electrolyte sports beverage with added vitamins. Zero calorie. Shelf stable. Various flavors to meet beverage nutrition standards. Plastic bottles, 20 oz. Pepsico/Propel or approved equal.	24/16.9 oz.	500	CS	Propel		24	\$ 14.75	\$0.61	\$7,375.00
	List flavors: Grape, Kiwi, strawberry									
D-11	Sparkling Water, Flavor infused with vitamins and antioxidants. Zero calories. No added sugars/sweeteners. Assorted flavors to meet beverage standards. Plastic bottle, 17 oz. Sparkling Ice or equal.	12/17 oz.	250	CS	ICE	245740 950888 245733 245757	8	\$ 10.50	\$0.88	\$2,625.00
	List flavors: black raspberry Kiwi strawberry, orange mango, cherry limeade									
D-12	Water, Pure Natural Spring, Plain, Unflavored, Sodium free, non-carbonated. No refrigeration needed. Plastic Bottle with Sports Top, 24 oz.	24/24 oz.	500	CS	Deer Park		24	\$ 6.83	\$0.28	\$3,412.50
D-13	Water, Pure Natural Spring, Unflavored, Sodium Free, Non-carbonated, No refrigeration needed. Plastic Bottle, 24/16.9 oz. Nestle Pure Life of equal.	24/16.9 oz.	4000	CS	Crystal Geyser		32	\$ 4.20	\$0.13	\$16,800.00
D-14	Water, Pure Natural Spring, Unflavored, Sodium Free, Non-carbonated, No refrigeration needed. Plastic Bottle, 48/8 oz. Nestle Pure Life of equal.	48/8 oz.	2500	CS	Crystal Geyser		48	\$ 6.72	\$0.10	\$16,800.00
D-15	Water, Pure Natural Spring, Plain, Unflavored, Sodium free, non-carbonated. No refrigeration needed. Plastic Bottle, 1 Liter.	15/1 Liter	100	CS	Deer Park	299479	15	\$ 6.56	\$0.44	\$656.25
D-16	Water, Purified with natural fruit flavors. Zero calorie. Non-carbonated, No refrigeration needed. Plastic Bottle, 16.9 oz. - Acai grape, wild berry, orange, lemon. Nestle Flavor Splash or equal.	24/16.9 oz.	100	CS	Nestle		24	\$ 9.94	\$0.41	\$993.75
D-17	Water, Flavor infused, Zero calories. No added sugars/sweeteners. Assorted flavors to meet beverage standards. Plastic bottle, can shape, 12 oz. Fruit Wave H2O or equal.	24/12 oz.	250	CS	Fruit Wave		24	\$ 13.50	\$0.56	\$3,375.00
	List flavors: Apple, cherry, grape, orange									
	Total for Group D									
	Grand Total for Groups A - D									
										\$271,311.40
										\$553,296.25