



THE BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY
UPPER MARLBORO, MD 20772

REQUEST FOR PROPOSAL

RFP PUR 021-23 USDA MEATS, POULTRY, and FISH

ISSUED BY: Purchasing & Supply Services
Attention: Michelle Tucker

RFP NUMBER: RFP PUR 021-23

RELEASE DATE: June 15, 2023

PRE-PROPOSAL MEETING: N/A

PROPOSAL DUE DATE: July 18, 2023 @ 10:00 a.m. EST

DIRECT INQUIRIES TO: Michelle Tucker, Donna Parks, and Diane Forde
E-mail: Michelle2.Tucker@pgcps.org
Donna.Parks@pgcps.org
Diane.Forde@pgcps.org

PROPOSAL DOCUMENTS

The bid documents may be obtained by:

1. Downloading the document from the Board’s website at: www1.pgcps.org or clicking on the following link: <https://www.pgcps.org/purchasing/bids.aspx>
2. Access solicitations on eMaryland Marketplace <https://emma.maryland.gov/page.aspx>
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.

Respondents are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation. Doing so may render a Respondent’s proposal unacceptable and subject to rejection.

Questions and inquires may be addressed as outlined in Part II, Item 4 of this solicitation.

All questions must be directed to the Buyer and Purchasing Clerk as specified above. Failure to adhere to this requirement may subject the respondent to immediate disqualification.

TABLE OF CONTENTS

PART I: SCOPE OF WORK 4

1.0 INTRODUCTION4

2.0 BACKGROUND.....4

3.0 NON-EXCLUSIVE4

PART II: GENERAL TERMS AND CONDITIONS 5

1.0 STATEMENT OF CONFIDENTIALITY5

2.0 TERM OF AGREEMENT5

3.0 PRE-PROPOSAL MEETING.....5

4.0 QUESTIONS AND INQUIRIES6

5.0 POINT OF CONTACT AND TECHNICAL CONTACT6

6.0 CONTRACT FACILITATOR/THE BOARD SUPERVISION6

7.0 CONTRACT TYPE6

8.0 PAYMENT TERMS6

9.0 RFP REVISIONS.....7

10.0 SUBMISSION DEADLINE7

11.0 PROPOSAL OPENING7

12.0 DURATION OF OFFER7

13.0 MINORITY BUSINESS ENTERPRISE PROGRAM.....7

14.0 E- COMMERCE8

15.0 INSURANCE8

16.0 LIQUIDATED DAMAGES.....8

17.0 FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS.....9

17.2 VENDOR RESPONSIBILITIES10

18.0 LEGAL COMPLIANCE11

18.1 EPA COMPLIANCE11

19.0 BONDING (Not Applicable).....11

20.0 TERMS AND CONDITIONS.....122

21.0 STATE OF MARYLAND CERTIFICATE OF GOOD STANDING12

22.0 PERSONALLY IDENTIFIABLE INFORMATION (PII)12

PART III: PROPOSAL FORMAT 13

1.0 GENERAL FORMAT – THREE (3) - PART SUBMISSION.....13

2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT.....13

3.0 VOLUME II: FINANCIAL PROPOSAL16

4.0 VOLUME III: MINORITY BUSINESS ENTERPRISE (MBE).....16

PART IV: SCOPE OF WORK.....177

1.0 GENERAL INFORMATION177

2.0 TECHNICAL SPECIFICATIONS17

3.0 NUTRITION STANDARDS19

4.0 GENERAL SPECIFICATIONS Error! Bookmark not defined.

5.0 INVOICE AND PAYMENTS26

6.0 RFP TIMELINE..... Error! Bookmark not defined.

PART V: THE BID EVALUATION PROCESS28

PART VI: BID FORM34

PART VII: SCHOOL NUTRITION FEDERAL FUNDING GENERAL CONDITIONS35

APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S39
APPENDIX B – ADDENDA ACKNOWLEDGEMENT50
APPENDIX C – REFERENCES51
APPENDIX D – NON-COLLUSION CERTIFICATE53
APPENDIX E – DEBARMENT AFFIDAVIT54
APPENDIX F – ANTI-BRIBERY AFFIDAVIT55
APPENDIX G – CERTIFICATE OF INSURANCE COVERAGE56
APPENDIX H – FINANCIAL PROPOSAL FORM58
APPENDIX I – MBE FORM.....59
APPENDIX J – LETTER OF INTEREST TO ATTEND THE PRE-PROPOSAL CONFERENCE60
APPENDIX K – STATE OF MARYLAND TAX CERTIFICATION61
APPENDIX L – CERTIFICATION OF COMPLIANCE.....62
APPENDIX M – VENDOR CONFLICT OF INTEREST DISLOSURE FORM64
APPENDIX N – LETTER OF INTENT TO APPLY65

PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Request for Proposal (RFP) is soliciting proposals from offerors for the provision of USDA Meats, Poultry, and Fish. PGCPS seeks to partner with qualified USDA Foods commodity processors to provide for the processing of U.S. Department of Agriculture (USDA) donated raw commodities into palatable end-products for use within FNS.

The specifications contained herein are intended to cover the furnishings and delivery of ***Meats, Poultry, and Fish***. End product food items are to be delivered to a PGCPs FNS contracted distributor. (A separate contract has been solicited and awarded for distribution. The awarded distributor(s) is responsible for the delivery of end-products directly to PGCPs school sites.)

Detailed specifications are contained in the RFP. Responses submitted must meet or exceed all requirements. Proposals 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 967,000. 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 school system serves a diverse student population from urban, suburban and rural communities located in the Washington, DC suburbs. PGCPs is nationally recognized for college and career-readiness programs that provide students with unique learning opportunities, including dual enrollment and language immersion. The Central administration headquarters is located at 14201 School Lane, Upper Marlboro, Maryland.

3.0 NON-EXCLUSIVE

The intent of the contract resulting from this solicitation 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 of Education of Prince George's County and/or third party participant.

Proposal 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 proposal 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 term of this contract shall be for one (1) year with the possibility of for (4) additional one-year renewals at PGCPs discretion.

The bidder warrants that prices for the proposal under this RFP 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 (4) additional one (1) year periods.

- A. The Board expects all vendors to provide year over year cost reductions recommendations.
- B. 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.
- C. 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.
- D. 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.

3.0 PRE-PROPOSAL MEETING (N/A)

A pre-proposal conference is scheduled for **Not Applicable**. The pre-proposal conference will be held virtually via Zoom. Only interested Respondents who return the Appendix J Letter of Intent to Attend the Pre-Proposal Conference included with this solicitation will receive the Zoom conference information.

While attendance at the pre-proposal conference is not mandatory, the information presented is informative. All interested Offerors are encouraged to attend the pre-proposal conference in order to be better able to prepare an acceptable proposal.

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 to Michelle2.Tucker@pgcps.org, Donna.Parks@pgcps.org and Diane.Forde@pgcps.org. (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN 11:00 a.m., ET on June 29, 2023**. 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 and the State Of Maryland Website (eMMA) <https://emma.maryland.gov/page.aspx>. To ensure all questions are received and responded to, please ensure that all contact persons as identified above are included on all communications regarding this solicitation. Please do not submit question in PDF format.

Questions Due: June 29, 2023, at 11:00 am EST

Addendum Posted: July 5, 2023 (approximate date)

5.0 POINTS OF CONTACT

Michelle Tucker, Donna Parks, Diane Forde
Purchasing Office

E-mail: Michelle2.Tucker@pgcps.org
Donna.Parks@pgcps.org,
Diane.Forde@pgcps.org

TECHNICAL CONTACT

Patrice Puertollano
(Do Not Contact)

***NOTE: To ensure that all email communications are properly received and tracked, it is the responsibility of the Offeror to ensure questions are submitted to all Points of Contact noted for the Purchasing Office. DO NOT CONTACT THE TECHNICAL POINT OF CONTACT. Failure to communicate properly may result in your inquiries not being properly addressed.**

6.0 CONTRACT FACILITATOR/THE BOARD SUPERVISION

The Contractor's performance will be under the technical direction of the Buyer/Requesting Department/Project Manager 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 technical guidance to the contract, and overall project scheduling 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 total amount to be paid by the Board of Education of Prince George's County to the Consultant for services performed in accordance with the Scope of Work shall be based on firm fixed price/rates.

8.0 PAYMENT TERMS

The Contractor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item price on the Purchase Order and made within 30 days after the date on the 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 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on <https://emma.maryland.gov/page.aspx> and the Board's Purchasing Department website @ <https://www.pgcps.org/purchasing/bids.aspx>. All addenda, amendments or changes issued shall be deemed received by offeror provided they are posted to eMaryland Marketplace Advantage or the Board Purchasing Department website. Failure of any offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any offeror from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received:

Electronically via eMaryland Marketplace Advantage: <https://emma.maryland.gov/page.aspx>
No later than July 18, 2023, at 10:00 a.m. ET

11.0 PROPOSAL OPENING

RFP Proposals are not opened publicly, but in the presence of at least two Purchasing Office employees. Once the proposals are opened, the Buyer will prepare a document that summarizes the proposals received. This document will be available for inspection no later than 20 days after opening and prior to Notice of Award letter is issued.

12.0 DURATION OF OFFER

A proposal submitted in response to this solicitation is binding upon the Offeror and is considered irrevocable for a minimum of **120 days** following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

13.0 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 are included in the bid documents; the forms can also 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 firms 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.

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.

14.0 E- COMMERCE

eMaryland Marketplace Advantage <https://emma.maryland.gov/page.aspx> is the primary site for the Board to transmit solicitations over \$50,000. This website also serves to publish any addenda, associated materials, bidder/offeror questions and The Board' 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).

All offerors are required to register with eMaryland Marketplace Advantage, so that the award notice can be properly published.

15.0 INSURANCE

All offerors shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix G).

15.1 CYBER LIABILITY INSURANCE

All offerors shall maintain and pay for **Cyber Liability Insurance** at a limit of not less than \$1,000,000 per occurrence, including coverage for data breach, media liability and third party cyber liability.

16.0 LIQUIDATED DAMAGES

In the event the Award Bidder(s) fails to deliver the goods or services of the contract in accordance with the specifications, PGCPs reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of PGCPs. All additional expenses incurred by PGCPs as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

17.0 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 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 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 SafeSchools.
- 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.
- 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.

17.2 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:
- i. title of the project
 - ii. school/office
 - iii. solicitation number
 - iv. contract number; and
 - v. PGCPs representative/project manager

Compliance with Laws

Offerors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Offerors 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 Offeror.

Educational/Medical/Psychological Records

The Offeror acknowledges its responsibility to ensure compliance with the confidentiality provisions of the Family Educational Records Privacy Act (34 CFR §99); The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, Subparts A and E, and Code of Maryland Regulations §13A.08, with respect to school records provided by the Board, if applicable.

Any confidential information provided by THE BOARD to Offeror, including all copies thereof must be used by Offeror only as provided for by this Agreement and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, not a party to this Agreement, without the expressed written consent of THE BOARD and can only be done in accordance with applicable privacy laws. Offeror agrees to return to THE BOARD all such information within fifteen (15) days of the expiration of termination of this Agreement; or with the express consent of THE BOARD. Offeror may destroy such information within fifteen (15) days of termination or expiration of this Agreement, certifying to THE BOARD in writing that the information has been destroyed.

Protection of Student Records

Offeror and its affiliates or subcontractors, at their expense, have a duty to and shall protect from disclosure any and all Student Records which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in conformance with current industry standards.

Offeror or its affiliates or subcontractors shall implement and maintain a comprehensive data – security program for the protection of Student Records whether the Records are stored electronically and/or in hard copy form. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Student Records, and information of a similar character, as set forth in all applicable federal and state law and written policy of THE BOARD or the Maryland State Board of Education (“MSBE”) concerning the confidentiality of Student records. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access, and transportation of data containing Student Records;
2. Reasonable restrictions on access to records containing Student Record information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to Student Records, including but not limited to passwords; and
5. Encryption of Student Records that are stored on laptops, portable devices, or being transmitted electronically Offeror and its subcontractors or affiliates shall notify THE BOARD as soon as is practicable, but no later than twenty-four (24) hours, after they become aware of or suspect that any Student Records which Offeror or subcontractors or affiliates possess or control have been subject to a Student Records breach. The Offeror shall incorporate the requirements of this Section in all subcontracts requiring each of its affiliates to safeguard Student Records in the same manner as provided for in this Section. Nothing in this Section shall supersede in any manner Offeror or its affiliate's obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of the Offeror as a service provider to THE BOARD.

18.0 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. This is a "no fee" service.

18.1 EPA COMPLIANCE

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

19.0 BONDING (Not Applicable)

Respondents will not be required to submit a bid bond in the amount of five percent (5%) as determined by the BOARD and specified in the RFP, 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 (will not 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 RFP, 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 for amount over or under \$1000

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

20.0 TERMS AND CONDITIONS

Any contract entered into 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 city 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 offeror, or incorporated in any acknowledgement of contract awarded to the successful offeror, 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 STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

Offeror 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

22.0 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: PROPOSAL FORMAT

1.0 GENERAL FORMAT – THREE (3) - PART SUBMISSION

A. eMarylandMarketPlaceAdvantage (eMMA) Submission Requirements

Submission of all proposals is via eMarylandMarketPlaceAdvantage (eMMA) electronic portal. Only proposals that are submitted via eMMA by the date and time will be utilized during the evaluation process. Submission shall be via:

Electronically via eMaryland Marketplace Advantage: <https://emma.maryland.gov/page.aspx>
Proposal Submission Date: July 5, 2023, at 10:00 a.m. EST.

It is the Offeror's responsibility to submit their proposals on time via the electronic portal. It is also the Respondent's responsibility to ensure the proposal has been uploaded properly on eMMA. Therefore, as confirmation of Offeror's proposal submission via Emma, all Offerors must provide a copy of the proposal upload acknowledgment generated by Emma.

The eMMA acknowledgment must be provided to PGcps not later than the due date of the proposal submission. The eMMA acknowledgment shall be sent to:

Michelle2.Tucker@pgcps.org, Donna.Parks@pgcps.org, and Diane.Forde@pgcps.org

In the event of upload failures, PGcps will not be responsible for any technical failures relating to the proposal upload without the vendor submitting the eMMA proof of upload in accordance with the requirements as detailed above.

Any questions regarding how to submit proposals via the electronic portal shall be directed to eMMA.

B. Respondent(s) shall submit in **separately sealed envelopes, labeled and formatted as followed:**

- Volume I - Technical Proposal
- Volume II - Financial proposal (Attachment A must be included here)
- Volume III - Minority Business Enterprise and Women's Business Enterprise (MBE) Commitment Utilization

Note: Volume III – MBE Proposal (3325 Utilization Form) shall be uploaded as a separate document in the eMMA portal “Technical Proposal Envelope”

2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT

Each proposal must include a table of contents and all pages in the technical proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

TAB A. TRANSMITTAL LETTER

Technical proposals are to be accompanied by a brief transmittal letter prepared on the Respondent(s) letterhead, and signed by an individual who is authorized to commit the Respondent(s) to the services and requirements in the RFP and proposal. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Respondent(s) to the contract, who will receive all official notices concerning this RFP.
2. The Respondent(s) Federal Tax Identification Number or Social Security Number.
3. A brief statement of the Respondent(s) understands of the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes it is best qualified to perform the engagement.
4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.

TAB B. TABLE OF CONTENTS

A Table of Contents shall be included in the proposal.

TAB C. EXPERIENCE AND CAPABILITIES

Offeror(s) shall provide information on past and current experience with rendering services similar in size and scope to those in this RFP. See Part IV, Section ELIGIBILITY AND QUALIFICATIONS

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Respondent(s) shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Respondent(s) has not had its financial statements audited by an independent accounting firm, the Respondent(s) must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Respondent(s) shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with The Board.
3. Respondent(s) shall submit a State of Maryland Certificate of Good Standing or other filing verifying the Respondent(s) 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 Offerors (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.

Note: It is important that PGCPs conduct a financial responsibility check for all participants on this solicitation. As such, all Respondents are required to comply with the submission of the appropriate financial responsibility documentation as detailed in this section. All Respondents are required to submit this documentation with their proposal. If the Respondent does not comply with this requirement, the Respondent may be declared non-responsible and will not move forward in the evaluation process.

Further, PGCPs will not accept a link to financial statements. All financial statements shall be provided at the time of proposal submission.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Offeror shall address each major requirement of Part IV (Scope of Work). See Section 7.0 Organization of Technical Response for additional information regarding proposal organization.

TAB F. TECHNICAL FORMS FOR SUBMISSIONS

1. Certificate of Status (State of Maryland Certificate of Good Standing with the Department of Assessments and Taxation)
2. Addenda Acknowledgement Form (Appendix B)
3. References (Appendix C)
4. Completed Non-Collusion Certificate (Notarized) (Appendix D)
5. Completed Debarment Affidavit (Notarized) (Appendix E)
6. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
7. Certificate of Insurance (Appendix G)
8. Completed MBE Form (Appendix I)
9. Completed Letter of Intent to Submit a Proposal (Appendix J)
10. State of Maryland Tax Certification (Appendix K)
11. Certification of Compliance (Appendix L)
12. Vendor Conflict of Interest Disclosure Form (Appendix M)
13. MBE Utilization Form (Notarized)

ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH BID (TAB D):

1. Value Pass-Through System Procedures (USDA Foods) -- See Part IV, Section 2.3 of the RFP for more information
2. HACCP Compliance Procedures and Food Safety Plan – See Part IV, Section 2.7 of the RFP for more information
3. Recall Procedures -- See Part IV, Section 2.6 of the RFP for more information
4. Product Specification Sheets (See Part IV, Section 4.1 for more information)
5. Attachment E -- Bid Form (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 the formulas embedded in the Excel spreadsheet. **DO NOT SUBMIT HANDWRITTEN OR PDF VERSIONS OF THE BID FORM.**

NOTE: Offerors cannot change/delete any portion of the language on the forms no re-format the document forms indicated in Tab F. Do Not retype and submit on the Offeror's letterhead. Offerors that alter forms provided by PGCPs may be declared non-responsive.

3.0 VOLUME II: FINANCIAL PROPOSAL

Offerors shall enter all price information on Appendix H, "Financial Proposal Form" and submit it under a separate sealed cover as described in Part III, Section 1.0.

4.0 VOLUME III: MINORITY BUSINESS ENTERPRISE (MBE)

- A. An MBE goal of 15% for services and/or goods has been established for the contract(s) issued as a result from this solicitation.
- B. Offerors shall include all documents as required in the Administrative Procedures 3325.
- C. Any Offeror who will not comply with the MBE Participation may be declared non-responsive.
- D. Offeror shall complete the MBE Commitment Utilization Form and submit it with Volume III MBE Proposal.

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

Prince George's County Public Schools (PGCPS) Department of Food and Nutrition Services (FNS) is soliciting proposals from qualified USDA Foods commodity processors to provide for the processing of U.S. Department of Agriculture (USDA) donated raw commodities into palatable end-products for use within FNS. The specifications contained herein are intended to cover the furnishings and delivery of **commodity processed MEATS, POULTRY AND FISH**. End product food items are to be delivered to a PGCPS FNS contracted distributor. (A separate contract has been solicited and awarded for distribution. The awarded distributor(s) will deliver end-products directly to PGCPS school sites.)

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

Under the terms and conditions of this contract the vendor(s) will convert various USDA Foods to end-products and deliver products to the District. The District desires to fully use USDA food entitlement in the year earned. Each USDA food product will have a commercial equivalent, and the processed commodity and the commercial equivalent shall be the same portion size, essentially the same formulation, and be packed in a case of equal count and weight. Likewise, both products shall require the same preparation methods and holding characteristics. The procurement specification for the commercial product shall be equal to or superior than the USDA specification and the transaction is recorded for accountability purposes.

When sufficient USDA food items are not available, the District may require end-product manufactured from non-commodity items, of equal or better quality, to be provided by the vendor. The USDA foods to be processed include, but are not limited to, the following:

USDA FOOD DESCRIPTION	USDA COMMODITY CODE
Beef, Coarse, Bulk, Frozen	100154
Pork, Boneless, Picnic	100193
Turkey Thighs Bulk	100883
Chicken Legs, Chill	100113
Chicken, Chill, Large	100103
Bulk Pollack	110601
Tomato Paste Bulk Totes	100332

In the event of loss or damage to the District's commodity products by the Vendor, the Vendor agrees to replace or purchase the lost or damaged products at fair market value per USDA current guidelines.

2.3 Value Pass-Through System (USDA Foods)

In order to sell processed goods, the vendor must have a USDA approved Summary End Product Data Schedule (SEPDS) and be approved as a processor in the state of Maryland. Processors must provide the 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).

All distributors must have the technical capability to enable the district to participate in all USDA approved value pass through methods.

2.4 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:

- 2.4.1 The product is not produced or manufactured in the United States (U.S.) in sufficient and reasonable quantities or a satisfactory quality; or
- 2.4.2 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 PGPCS 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).

2.5 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:

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

2.6 Product Recall/Recall Procedures

The successful bidder must provide PGPCS 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 days a week (24/7) contact. In addition, the successful bidder may be responsible for picking up product and providing replacement, payment, or credit at PGPCS FNS' discretion. Replacement, payment, or credit for recalled items shall be made within 30 days of the date of notification to PGPCS 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.

2.7 HACCP Compliance

Respondent must provide documentation of their HACCP procedures and Food Safety Plan including employee training/monitoring procedures.

3.0 **NUTRITION STANDARDS**

- 3.1 **Nutrition Policy:** PGCPs 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 PGCPs 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. PGCPs 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. PGCPs FNS reserves the right to award or not award items that contain any of the preceding ingredients. The PGCPs 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 PGCPs FNS, the successful bidder shall be required to provide a complete nutrient analysis of products, as requested PGCPs 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 PGCPs 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 **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

4.2 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.

4.3 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.

4.4 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. 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. All products shall bear visible freshness code dates and shall meet industry standards for remaining shelf life upon delivery to the distributor.

4.5 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.

4.6 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.

4.7 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.

4.8 Notification of Product Reformulation

If at any time during the contract period an awarded item is reformulated, packaged differently, or changed in some other way, vendor must provide the District with updated ingredients list, Nutrition Facts panels,

CN labels (if applicable), and Product Formulation Statements (if applicable). Additionally, any time one of these documents is revised, the vendor must send revised copies to the District.

PGCPS Food and Nutrition Office must be notified within 30 days of any ingredient, nutritional, preparation process, or packaging changes in the awarded product.

Random sampling and testing of products received may be performed. Should any item fail to meet specifications, quality or condition as sampled, PGCPS shall require the respondent to remove any such item from every school, and full credit shall be given to PGCPS for the total amount of product removed.

4.9 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., three (3) business days before the delivery date. Deviation from this method needs approval from the Director of Food and Nutrition Services or designee.

4.10 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.

4.11 Deliveries

PGCPS's Authorized Food Distributor(s) will place orders and schedule deliveries. The designated distributor(s) and delivery location(s) will be communicated to the awarded vendor(s) upon award. 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 without prior written approval by the Director of FNS or designee. Failure to comply may be cause for termination of the contract.

Products are to be delivered with incremental continued just-in-time deliveries throughout the school year. If delays occur, Processor must provide commercial product of equal or greater quality to USDA specification to produce desired end-product(s) at the contracted price. The Processor holds liability of commodity value and fee for service value of end-product until delivery has been finalized at the delivery location. Products will be shipped and invoiced to PGCPS' distributor based on agreed upon value pass through system (Fee for Service, NOI, Rebate, etc...) through a Distributor program. Determination of where the product will be shipped will be determined solely by the FNS Director or designee.

All material items delivered to the PGCPS' authorized Distribution Center as part of this proposal must be F.O.B. delivered with freight charges prepaid. The processor(s) must take all necessary steps to ensure that their warehouse facilities/vehicles can safely and securely store and transport the products. It is the processor's responsibility to hold the frozen product at a uniform temperature of 0 degrees Fahrenheit or lower and cooler/dry products at 36-38 degrees Fahrenheit until the time of delivery. At the time of delivery, the product should show no evidence of defrosting, refreezing, or freezer deterioration. Presence of products showing deviations from the requirements will cause rejection of the involved product or delivery. The successful processor's delivery trucks must have temperature logs when transporting freezer/refrigerated products to the distribution center. If the temperature log is not computerized and automatically records temperatures during the route, the driver must record at the beginning of the route, at least two (2) additional stops during the route and at the last stop of the route. PGCPS may request a copy of a specific delivery route's temperature log if an issue occurs.

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. PGCPs FNS reserves the right to purchase food at a fair market value from another source. The vendor shall pay PGCPs 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, PGCPs 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 PGCPs' school sites. This includes any hidden damage discovered after acceptance and delivery at the PGCPs' 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

The School District will be 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 School District is determined to be ineligible for reimbursement by any authority having jurisdiction, then the vendor shall be responsible for reimbursing the School District for the amount of the loss incurred. The District shall hold the successful Vendor liable and responsible for all damages which may be sustained because of his/her failure to comply with any conditions herein.

4.19 Pricing

All prices shall be F.O.B. Destination and shall remain firm for the first year of this contract. Prices quoted shall be based on finished product weight received, including all applicable labor, materials, shipping, and fuel charges

4.20 Price Escalation

The pricing submitted for the initial term of the contract will remain fixed until June 30, 2024. Pricing agreed to for the first and second renewals will remain fixed throughout each contract period ending June 30, 2025, and June 30, 2026, respectively. The vendor may only petition for an increase in pricing annually on the anniversary date of each renewal period. Increases considered by the District will be evaluated by using the percentage of change between the previous year and the current year's Consumer Price Index (C.P.I.) for all Urban Consumers. Price increases shall not exceed the rate of inflation determined by the C.P.I. appropriately adjusted for the 12-month period preceding the month in which the request is submitted by the Vendor. If the vendor requests price increases that exceed the rate of inflation determined by the CPI, the contract may not be renewed. The District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the District.

4.21 Price Decrease

If prices decrease during the term of this contract, the successful vendor must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing. The lower prices shall remain in effect for the balance of the contract period, or for as long as the lower prices are in effect.

4.22 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.

4.23 New or Obsolete Products

New products are considered throughout the school year. Manufacturers or Brokers must send nutrition specifications with ingredient list and component contribution to the Food and Nutrition Specialist. When a manufacturer is awarded as a processor of USDA Foods for PGCPs, then new products may be considered for use. If a manufacturer is not selected as a processor for USDA Foods for PGCPs, then new items may still be considered or added under a different food contract (i.e. Frozen, Refrigerated or Dry Goods). PGCPs reserves the right to add new products during the duration of this contract, as long as the product is tested and approved by PGCPs. PGCPs also reserves the right to remove items from this contract, if product is no longer needed.

4.24 Product Substitution and Shortages

This contract does NOT allow for product substitution without written authorization from the Director of Food and Nutrition or designee. The successful vendor shall promptly notify the Food and Nutrition Director or designee a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time. An equal or better substitute product must be made available to the District immediately for approval and subsequent distribution to school sites, at no additional charge to the District for product, freight, or redelivery to District sites. All substitutions in quality and quantity must receive prior approval from the Food and Nutrition Director or designee in order to qualify for payment. If substitution is unavoidable due to market conditions, Vendor must provide equivalent item for District approval at no additional cost the District for the product or freight. The Vendor shall designate one representative, to be available by 7:00 a.m. on each delivery day, to have the authority to make decisions regarding shortages and product substitutions.

4.25 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.

4.26 Product Complaints

FNS managers shall complete a Product Evaluation Report (Attachment B) 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.

4.27 Usage Reports

Vendor must provide accurate Usage Reports to the District 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. Monthly payments may be withheld at the discretion of the District until acceptable reports are received.

4.28 Military Access – N/A

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 and Gratuities

It is the policy of the District not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from Vendors, members of their staffs, or families. 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.

4.32 Commodity Reporting

Processors shall have an electronic system to track USDA Foods inventory, allowing Districts access to the system to generate reports that verify sales and usage. The report shall include the beginning balance,

incoming, outgoing, and ending balance of USDA Foods. If District access to the system is not available, at minimum, the processor shall send the District monthly reports indicating the necessary information by the 10th of the following month, or a date within the month agreed upon by the processor and District.

Respondents shall provide information as to what reporting system. Failure to comply with the commodity reporting requirements may be cause for termination of the contract.

4.33 Return of Discounts, Rebates, and Credits

During the term of the contract, the Vendor shall ensure that all discounts, rebates, and credits received by the Vendor from its suppliers are fully disclosed to the District. The vendor is required, by law, to provide documentation to the District of any discount, rebate, and other applicable credits, including but not limited to, price reductions due to product promotions, volume purchasing, on-line ordering or other electronic ordering systems, prompt payment or advance pay or any activity that results in lowering the product cost paid by the District. All discounts, rebates, allowances, and incentives must be returned to the Poway Unified School District within fifteen (15) working days after receipt by the Vendor.

4.34 Food Security

Vendors shall ensure that all food and beverage products meet local, State and federal health and safety guidelines, and that appropriate precautionary measures are taken to ensure the purity and integrity of food products throughout the supply chain. Vendors shall take appropriate measures to safeguard the purity and integrity of their products during production, storage, and transportation, prior to the product reaching PGCPS sites.

4.35 Estimated Quantities

Quantities specified herein are estimates only. They are submitted as information for the bidder. Actual purchases may vary from item to item and the District cannot guarantee that items will be purchased exactly as indicated. Purchase order quantities and issuances will be made on an as needed basis, depending on customer participation.

4.36 Force Majeure Clause

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.

4.37 Damage

The successful Vendor shall promptly correct all deficiencies, defects, and/or damages in equipment or products delivered to the District in accordance with this solicitation. All corrections shall be made within 10 calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Food and Nutrition Department. The Vendor shall be responsible for filing, processing, and collecting all damage claims against the shipper when applicable.

4.38 New Product Procurement after Contract Award

The District reserves the unconditional right to add other items to the contract after the contract has been awarded to a vendor. Prices for additional items will be negotiated. This includes new/improved products, additional flavors, or different size capacities. The awarded vendor shall submit pricing and product specifications to the District for final approval before delivery of any such items. Prices shall be based on the same terms and conditions contained herein and include FOB delivery in which items are placed in designated areas at the individual school sites.

4.39 Indemnification and Hold Harmless

Vendor shall indemnify and hold harmless the District, its Board of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, penalties, and attorneys' fees and other fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of Vendor, its agents, servants, employees, agents, representatives, persons or entities engaged as independent Vendors by Vendor and suppliers, provided, however, that Vendor shall not be required to indemnify for the acts of intentional misconduct or negligence by the party to be indemnified.

4.40 Past Performance

A Vendor may be ruled "non-responsible" based upon Vendor's unacceptable past performance which may include but is not limited to: late/non deliveries, partial deliveries, delivery of wrong materials, products, not meeting specification, providing incorrect prices, invoicing problems, default, etc.

4.41 Product Formulation Statements (PFS)

Food products that are not CN-labeled but which will be used as part of the Meat/Meat Alternate and/or Grains components of the Child Nutrition meal patterns must have Product Formulation Statements (PFS) documenting the calculations used in determining the ounce equivalent contributions. Vendor must supply PFS for all awarded products that provide Meat/Meat Alternate and/or Grains contribution but do not have CN labels. The PFS must be signed and dated by a company representative. Sample Product Formulation Statements are made available by the respondent upon request.

5.0 Invoices and Payments

5.1 Invoices

Invoices must be sent to the Commodity Clerk via electronic email (provided when contract is awarded) to: FNS.CustomerService@pgcps.org

Invoices must 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 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 RFP Timeline

6.0 Event	Event Due Date or Occurrence Date
Issuance of RFP	June 15, 2023
Questions Due Date	June 29, 2023 @ 11:00 a.m.
Posting of Addendum	July 5, 2023 (approximately)
Proposal Due Date	July 18, 2023 @ 10:00 a.m.
Proposal Testing and Evaluation	August-September 2023
Board Approval	November-December 2023
Effective Date of Contract	January 1, 2024

PART V: The Bid Evaluation Process

STEP 1: Submission and Evaluation of Bid Documents

All respondents are required to submit bid documents in response to this solicitation. Respondents shall submit bids in full conformance with the contract specifications, terms and conditions outlined in the solicitation and requested documentation stated in Part III, Bid Submission Requirements.

Product Specification Sheets

A team of child nutrition professionals will begin the evaluation process with the Product Specification Sheets provided by the Respondents. The Product Specification Sheets will be reviewed to assist in determining if the item/product meets the District's requirements.

Only those Respondents who offered products that conform with the nutritional specifications outlined in this solicitation, as well as the Buy American Act will move forward in the evaluation process. Products that failed to meet the nutritional specifications/values indicated in the RFP will be declared non-responsive and no further evaluation of the product will be conducted for that item.

STEP 2: Submission of Samples

The District will request samples of new equivalent products that have not already been previously tested and approved by PGCPs. Samples will be requested as part of the approval process of USDA food products. All requested samples must be delivered within three (3) days or an alternate time as specified by the Food and Nutrition Services Department. The Food and Nutrition Services Department will determine the quantity of samples required and delivery point(s). The sample case(s) must be provided exactly as it would be provided if awarded the contract. **Do not send samples with the bid.**

For all samples requested, the Offeror *must* identify the Name of Bidder/Respondent, Solicitation Number, Category/Group and Bid Item Number on each product sample.

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.

The Board of Education will provide the address of where to send samples at the time of the official request.

STEP 3: Product Testing

Upon receipt of samples, product testing will commence to examine production methods and determine student's acceptability. Product Testing will be based on pass or fail basis.

1. Food and Nutrition Production Testing

Products will be prepared by Food and Nutrition staff and be observed for the following:

- Storage – How is the product stored? What is the shelf life of the product?
- Cooking Time (maximum 2 hours from prep to finished cooked time) -- How long does it take to prepare the product?
- Quality of product after holding – What does the product look like? What does the product taste like after 30 minutes of holding (cold or hot)?
- Ease of storing, preparation, service, and cleaning.
- Plate presentation – How does it look on the tray?

2. Student Taste Test

Students will be requested to participate in the taste testing of the offered products.

The method of testing depends on the products, and will be determined by Food and Nutrition Services. Generally, students will taste the products and rate the following:

- Do they like the product?
- Would they get it again?

However, side-by-side taste tests, focus groups, and/or any other method deemed appropriate by Food and Nutrition Services may be used.

STEP 4: Approving the Products

Final approval of products will be determined by the data provided from the Step 3: Product Testing. Below please find criteria for testing products:

- Food and Nutrition Services staff will rate the products in certain areas of production and the score will be greater than seventy percent (70%); **and**
- Seventy-five percent (75%) of the students who tried the product liked it.

Food and Nutrition Production Test Evaluation Sheet Sample:





School Site:

Date of Test:

Name of Manager:

Area of Observation	Criteria	Rating Scale			Score
		3	2	1	
Storage	How is the product stored?	Dry Storage	Cooler/Freezer		
Cook Time	What is the total cook time of the product?	Less than 20 minutes minutes	20-35 minutes	Greater than 35 minutes	
Quality of product after holding	How does it look after 30 minutes of holding?	Looks Appetizing		I wouldn't eat it.	
	How does it taste after 30 minutes of holding?	Yummy! Let's see if the kids like it too.	It's worth testing w/students.	Yuck! I wouldn't serve this.	
	How is the texture after 30 minutes of holding?	Good	It's fine.	Bad	
Preparation	Rate the ease of preparing the product.	Easy	Manageable	Difficult	
Cleaning	Are there any issues with cleaning this product?	NO		YES	
Plate Coverage	How does it look on the tray?	Good Coverage, Nice Color	Decent Coverage	Looks Too Small	
Comments:				Total Score (maximum: 28)	
				Percentage of Score	

Student Taste Test Evaluation Sheet Sample:

Product Name		
School Name/Date of Test		
Did you like it?	 YES	 NO
Would you get it again?	 YES	 NO
Complete this survey, and give it to a cafeteria staff. Thanks for helping us!		

The District may also consider past performances, to include quality of products, manufacturing issues, customer service, ease of commodity tracking and reporting, or any other pertinent information.

STEP 5: Notification of Approved Products

PGCPS will notify the Offeror in writing that the equivalent product offered is approved/not approved. It should be noted that approval of a product does not guarantee the product will be used and/or awarded.

STEP 6: Pricing Analysis

After completion of the above process and products have been approved, PGCPS will conduct the pricing analysis and issue award recommendations based on the aggregate pricing, group pricing, or individual line item pricing. PGCPS also reserves the right to make multiple awards.

Attachment A -- 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 B



Product Evaluation Report



School Name: _____ Supplier Name: _____

Manager Name: _____ Date: _____ Delivery Date: _____

Problem or Praise

The Product or Item: Wedge Seasoned Fries

Nature of Problem:

Service - Delivery

Purchased Commodity Other

Quality of Product

Amount Received: _____

Damaged Goods

Amount Used: _____

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 C -- 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 VI: BID FORM

Bid Form Instructions for completion of Attachment D – 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). Formulas are included in the Bid Form. Offerors should ensure that the formulas remain and are not altered or overwritten. **Pricing must be submitted in typewritten format on the bid form provided with this bid. Bids received in an altered format or on an altered spreadsheet will be considered as non-responsive and ineligible for award.**

There are seven (7) groups of USDA Food Products. The categories are:

- GROUP A: Processed Beef Products Using 100154
- GROUP B: PROCESSED CHICKEN PRODUCTS USING 100103, LARGE CHICKEN
- GROUP C: PROCESSED CHICKEN PRODUCTS USING 100113, CHICKEN LEG
- GROUP D: PROCESSED FISH PRODUCTS USING 100892
- GROUP E: PROCESSED TURKEY PRODUCTS USING 100124
- GROUP F: PROCESSED PORK PRODUCTS USING 100193
- GROUP G: PROCESSED BEEF USING 100154 AND TOMATO PASTE USING 100332

Instructions for completion of the bid form is as follows:

Column a:	Bid Line Item Group and Number
Column b:	Description of Product, Short Form
Column c:	Description of Product, Long Form
Column d:	Estimated Order Quantity
Column e:	Enter the brand name and/or manufacturer for Commodity and Commercial items.
Column f:	Enter the product code for Commodity and Commercial items.
Column g:	Enter the Pack Size, the quantity of units per case for Commodity and Commercial items.
Column h:	Enter the number of pieces to make one serving. If individual pieces cannot determine a serving, then enter the information by weight (ounces).
Column i:	Enter the number of pieces it takes to make one portion and the component contribution. For example: 3 pieces = 2 Meat/Meat Alternate, 1 Eq. Grain.
Column j:	Enter the number of portions per case for Commodity and Commercial.
Column k:	For Commodity, enter the pounds of Diverted Food contained in each case.
Column l:	For Commodity, enter the cost of the raw Diverted Food in each case.
Column m:	For Commodity, enter the Fee for Service per Case <u>or</u> Fee for Service per Pound. Enter N/A if not applicable.
Column n:	For Commodity, enter rebate amount. Enter N/A if not applicable.
Column o:	For Commodity, enter the cost per case.
Column p:	For Commodity, enter the cost per serving (column o/column j).
Column q:	For Commercial, enter the cost per case.
Column r:	For Commercial, enter the cost per serving (column q/column j).

PART VII: 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/PGPCS 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.

12. 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.

13. 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'S' 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.

APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S

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 city 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. REQUEST FOR PROPOSALS (RFP)

- a. **DIRECTIONS:** The Board of Education of Prince George's County(The Board) invites all interested and qualified vendors to submit proposals to this RFP 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, "Vendor" will mean any reliable and interested broker, vendor, supplier, contractor, and/or manufacturer that want to respond to this RFP.

2. GENERAL REQUIREMENTS

- a. **AUTHORIZED DEALERS:** Only authorized dealers may submit a proposal on requested equipment. At the discretion of The Board, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. **INSPECTIONS:** 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 RFP 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 Vendor 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 and charter schools, offices, or to any designated warehouse or warehouses in Prince George's County.
- d. **SINGLE PRICE:** Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor 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 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 Vendor shall call said conflict to the attention of the Board Director of Purchasing & Supply Services for a decision before proceeding with any work.

- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors 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.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor 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 Vendor 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 Vendor 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 of 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 Vendor, 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 Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to The Board to the specification as written. Any deviation by the Awarded Vendor 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 Vendor 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 specifications and/or the Director of Purchasing & Supply Services or his or her designee. 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.
- l. **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 on the portal. **(Not Applicable)**

n. CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL

1. In accordance with ' 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Prince George's County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
2. All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 0107) prohibiting Prince George's County Public Schools employees from benefiting from business with the school system.
3. All bidders are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 0107.

3. 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 RFP. All unit prices on items 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 proposal response, the unit price shall govern.
- b. UNITS OF MEASURE: Wherever The Board indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of The Board to determine whether the Vendor's price will be recalculated. The Board will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. DELIVERY CHARGES: All prices shall include be FOB Destination.
- d. 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.
- e. PRICE REDUCTIONS: The Board reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. 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 3:30 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 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) and Bid/Contract Number. 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 OSHA and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of 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: Board of Education of Prince George's County, Director of Safety, 13300 Old Marlboro Pike, Upper Marlboro, Maryland 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. All additional expenses incurred by The Board as a result of such purchases will be deducted from the monies owed or monies that may become due the Vendor.

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 RFP.
- 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 Terms and Conditions for requirements on specific equipment.
- g. **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

6. MINORITY BUSINESS ENTERPRISES PARTICIPATION REQUIREMENTS (3325)

- a. The Board of Education of Prince George's County Minority Business Enterprise (MBE) Administrative Procedure No. 3325 requires bids for materials, supplies, equipment, and services, other than materials of instruction, be listed as deliverables. This procedure also is to inform prospective offeror (s) that the bid of the initially deemed lowest responsive offeror (s), if not a "Certified" Minority Business Enterprise, is subject to being matched by a "Certified" Minority Business Enterprise (MBE) entitled to do so by the provisions of the Administrative Procedure. Forms to be used by all offerors for the applicable procedure will be attached to each response. **The "Minority Business Enterprise Utilization Affidavit, Attachment 1" MUST BE submitted AT THE TIME OF BID OR PROPOSAL OPENING.**

The construction project shall attempt to achieve the specific overall MBE goal of 30% percent of the total dollar value of the construction contract established for this project. All prime contractors, including certified MBE firms, when submitting bids as general or prime contractors, shall attempt to achieve this goal from certified MBE firms unless otherwise stated in the bid. Minority Businesses included in the bid package at time of bid opening, cannot be changed without prior approval of the Director of Purchasing and Supply Services

- b. Only those businesses registered in the Oracle 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 bid 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 and Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board's Purchasing Office prior to any respective bid opening.
- c. 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 businesses within the geographical boundaries of Prince George's County. The bidder 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 bid or proposal.
- d. Minority businesses are encouraged to submit bids in response to this notice. Administrative Procedure No. 3325 may be viewed at the Purchasing Office by prospective bidders. Further information required may be obtained by contacting the Minority Business officer at 301-952-6563.
- e. Contractors that engage Local MBE and Small Business Enterprises may receive an additional 5 points during the evaluation phase of any solicitations with the Board of Education of Prince George's County.

7. BONDING (NOT APPLICABLE)

- a. BID BONDS: Bid Bonds may be required. Refer to General Terms and Conditions.

8. PROPOSAL SUBMISSION

- a. KNOWLEDGE OF TERMS AND CONDITIONS: Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b. SUBMISSION: Proposals must be delivered to the Purchasing Office, 13300 Old Marlboro Pike Room 20, Upper Marlboro, Maryland 20772. Vendors must submit technical and cost proposals as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing. 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.

- c. **FORMAT:** Signed proposals must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. The Board shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d. **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, email address and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.
- b. **PARTNERSHIPS:** Proposals by partnerships must 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.
- f. **CORPORATIONS:** Proposals by corporations must 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 proposal as agent shall file satisfactory evidence of authorization to do so.
- g. **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. 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, and when applicable, Asbestos Free Certification.
- h. **SAMPLES:** When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. The Board will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by The Board until Vendors are notified to remove them. Vendors agree that The Board will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- i. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Vendors shall 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 proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- j. **PROPOSAL PREPARATION FEES:** The Board will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.
- k. **PROPOSAL EVALUATION** Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Vendor, and the ability of the Vendor 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 Vendor's record and performance of any prior contracts with The Board, federal departments or agencies, or with other public bodies.
- l. **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.
- 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 offeror) 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:
 - The name address and telephone number(s) of the protester.
 - Identification of the solicitation
 - Statement of reasons for the protest
 - Supporting documentation to substantiate the claim
 - 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 offeror 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.

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 COO.
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.

The Board reserves the right to award during protest during an appeal if a determination that execution of the contract without delay is necessary to protect substantial State and Board interest.

10. CONTRACT TERM

The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

11. COMMENCEMENT OF SERVICES

The Board shall have no obligation to pay for services performed before the Board approves the contract or after it 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.

12. ADDENDA

- a. 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. Unless otherwise specified in the General Terms and conditions, inquiries are to be emailed to the Buyer, "INQUIRY" and the RFP name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed 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 RFP specifications will be made through the appropriate addenda. Failure of any Supplier to receive such addenda or interpretation shall not relieve any Supplier from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

13. ANNULMENTS AND RESERVATIONS

- a. RIGHT TO REJECT: The Board reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. 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 technical defects, 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 Director of Purchasing & Supply Services shall have the authority to debar a person or company for cause from consideration for award of contracts

14. 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 terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.
- d. Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, by providing thirty (30) calendar days written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory

profits which have not been earned up to the date of termination.

Language to support Termination for Convenience by the vendor(s) shall be so stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

15. GOVERNING LAW & VENUE

- a. The RFP shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such RFP shall be filed in the Circuit Court of Upper Marlboro, Maryland.

16. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to Board of Education of Prince George's County, Accounts Payable Office, Room 14201 School Lane, RM 130 Upper Marlboro, Maryland 20772 (unless otherwise noted).
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the Board Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- 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, CEO and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Offeror or its employees, agents, or volunteers.
- g. **INSURANCE:**
 1. 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.
 2. The following coverages and limits are required of all vendors:

- Worker's Compensation and Employer's Liability in the amount required by statutory regulations.
 - 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.
 - 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.
 - 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.
3. 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.
 4. The certificate of insurance **TO BE SUBMITTED** to the PURCHASING OFFICE, FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, UPPER MARLBORO, MARYLAND 20772-9983.
 5. It will be the responsibility of the successful Respondent(s) to ensure that a **current** Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.
 6. 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.
 7. In addition, the contractor must maintain and pay for **Cyber Liability Insurance** at a limit of not less than \$1,000,000 per occurrence, including coverage for data breach, media liability and third party cyber liability.

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 Request for Proposal.

- h. **NON-ASSIGNABILITY:** 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.
- i. **INDEPENDENT VENDOR:** 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.
- j. **GENERAL RECORDS CLAUSE:** Vendor's 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 four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- k. **SOLE AGREEMENT:** 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 proposals shall not be considered a part of this Contract.
- l. **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at The Board sites and all material furnished by The Board ("Property"). 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.

- m. PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Emblem of The Board Of Education of Prince George's County 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, which 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.

17. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE

After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, in writing:

In the event of strikes, Acts of God, or other circumstances beyond the contractors control which prevent completion of service or delivery, the contractor must secure temporary contractual relief. The circumstances and duration must be stated by the contractor in writing and be forwarded to the PURCHASING OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PURCHASING OFFICE, for those goods and services which are necessary for the day to day needs of the BOARD. **Please Note: ALL OVERTIME MUST BE APPROVED IN ADVANCE.**

APPENDIX B – ADDENDA ACKNOWLEDGEMENT
RFP PUR 021-23 USDA MEATS, POULTRY, AND FISH

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 C – REFERENCES

RFP PUR 021-23 USDA MEATS, POULTRY, AND FISH

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

**APPENDIX D – NON-COLLUSION CERTIFICATE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP PUR 021-23 USDA MEATS, POULTRY, AND FISH

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 or offeror 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 E – DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP PUR 021-23 USDA MEATS, POULTRY, AND FISH

_____, being first duly sworn deposes and says that he is an officer in the _____ and the party making a certain proposal or RFP dated, _____ 20____, to the Board of Education of Prince George's County:

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 _____
Partner, if the bidder is a partnership

x _____
Officer, if the bidder is a corporation

Subscribed and sworn before me this _____ day of _____, 20_____.

x _____ Notary Public

My commission expires: _____

**APPENDIX F – ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP PUR 021-23 USDA MEATS, POULTRY, AND FISH

_____, 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 RFP 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 _____
Partner, if the bidder is a partnership

x _____
Officer, if the bidder is a corporation

Subscribed and sworn before me this _____ day of _____, 20____.

x _____ Notary Public

My commission expires: _____

**APPENDIX G – CERTIFICATE OF INSURANCE COVERAGE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP PUR 021-23 USDA MEATS, POULTRY, AND FISH

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.

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
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			

() 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 Board of Education of Prince George's County 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 RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.** This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

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 RFP is submitted may result in rejection of your RFP as being non-responsive.

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

**APPENDIX H – FINANCIAL PROPOSAL FORM
(TO BE SUBMITTED WITH VOLUME II -- FINANCIAL PROPOSAL)**

RFP PUR 021-23 USDA MEATS, POULTRY, AND FISH

Company Name _____

Address _____

Phone Number _____

TO: Board of Education of Prince George’s County

We propose to provide **USDA Processing of Meats, Poultry and Fish** to The Board of Education of Prince George’s County in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

Offeror shall provide an All Inclusive Firm Fixed Price/Rate for all services and deliverables detailed in **RFP PUR 021-23 USDA MEATS, POULTRY, and FISH**.

Name _____ **Title** _____

Signature _____ **Date** _____

**APPENDIX I – MBE FORM
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP PUR 021-23 USDA MEATS, POULTRY, AND FISH

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

Prime 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.: _____

APPENDIX J – LETTER OF INTEREST TO ATTEND THE PRE-PROPOSAL CONFERENCE

RFP PUR 021-23 USDA MEATS, POULTRY, AND FISH

PREPROPOSAL CONFERENCE NOT APPLICABLE TO THIS SOLICITATION

Send via email to: Michelle2.Tucker@pgcps.org, Donna.Parks@pgcps.org and Diane.Forde@pgcps.org (please ensure all buyers are included on all email communications)

Respondent shall submit this document on its letterhead

(Due No later than 10am ET on July 18, 2023)

On behalf of (***Institution Name***), we are pleased to inform you of our intent to attend the **Pre-Proposal Conference for RFP PUR 021-23 USDA MEATS, POULTRY, and FISH.**

Representative

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:	

**APPENDIX K – STATE OF MARYLAND TAX CERTIFICATION
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP PUR 021-23 USDA MEATS, POULTRY, AND FISH

At the time of bid or proposal for a State procurement contract of \$10,000 or more is submitted, the bidder or offeror shall certify to the procurement officer that the bidder or offeror has paid all taxes, unemployment insurance contribution, reimbursement payments, and interest not barred by limitations and payable to the comptroller, the Department of Assessments and Taxation or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection; and if the bidder or offeror is a vendor of tangible personal property, the bidder or offeror possesses a valid sales and use tax license under Title 11, Subtitle 7 of the Tax General Article.

I acknowledge that this certificate is to be furnished to the requesting agency, and to the Comptroller of the Treasury, Sales and Use Tax Division under 13-222, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this certificate are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this certificate are true and correct.

Witness Signature

Date

Printed Name of Witness

Authorized Company Representative Signature

Date

Printed Name of Authorized Company Representative

Title

**APPENDIX L – CERTIFICATION OF COMPLIANCE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP PUR 021-23 USDA MEATS, POULTRY, AND FISH

All Contractors, subcontractors or vendors must abide by PGCPs Board policies and regulations while working on PGCPs property.

Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a school (or PGCPs facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.

Be advised that individuals who are registered sex offenders are not eligible to work on any PGCPs project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.

In the event that a registered sex offender is discovered to be working on a PGCPs project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. PGCPs may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or a crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State.

With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the PGCPs and Maryland State Department of Education (MSDE) requirements before doing business with PGCPs. See: [Maryland State Department of Education Website](#); [House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention](#); [MSDE Guidelines For MD. Code, Educ. 6113.2](#); and [Employment History Review Form for Child Abuse and Sexual Misconduct](#) for additional information.

In addition, there has been no change to the current PGCPs requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background checks are still an enforced PGCPs requirement.

Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor, or vendor shall certify by signing this affidavit that any individuals in its work-force including subcontractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a PGCPs school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature _____ Date _____

Print Name and Title of Signatory

Print Name and Title of Company

END OF ATTACHMENT L

**APPENDIX M – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP PUR 021-23 USDA MEATS, POULTRY, AND FISH

All vendors interested in conducting business with Prince George’s County Public School (PGCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with PGCPS. Please note that all vendors must comply with PGCPS’s conflict of interest certification, as stated below. If a vendor has a relationship with a PGCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a PGCPS employee, the vendor shall disclose the information required below.

Certification: I hereby certify, that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No PGCPS employee or the employee’s immediate family member has an ownership interest in the vendor’s company, or is deriving personal financial gain from this contract.
2. No retired or separated PGCPS employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor’s company.
3. No PGCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to PGCPS employees to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/bid/proposal for PGCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between PGCPS employee and the vendor.
7. Please note any other exceptions below.

Vendor Name & Email	Vendor Address & Phone Number
Conflict of Interest Disclosure	
Name of PGCPS employee(s) or immediate family member(s) with whom there may be a potential conflict of interest. <i>If there is no conflict of interest, write “N/A” and initial.</i>	Disclose the relationship to the employee or the immediate family member, their interest in the vendor's company, and any additional information

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative/Date_____

Printed Name of Vendor Authorized Representative_____

END OF ATTACHMENT M

APPENDIX N – LETTER OF INTENT TO APPLY

RFP PUR 021-23 USDA MEATS, POULTRY, AND FISH

Send via email to: Michelle2.Tucker@pgcps.org, Donna.Parks@pgcps.org and Diane.Forde@pgcps.org

Respondent shall submit this document on its letterhead

(Due No later than 10am ET on July 18, 2023)

On behalf of (*Institution Name*), we are pleased to inform you of our intent to submit a proposal for **USDA PROCESSING OF MEATS, POULTRY AND FISH for The Prince George’s County Board of Education**. Our proposal will address all components of the RFP. We intend to submit a proposal 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:	