

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

CONTRACT AMENDMENT NO. 2

December 22, 2021

ACME Paper & Supply Co., Inc. 8229 Sandy Court: P.O. Box 422 Savage, Maryland 20763

Tel No.: 410.792.9801 Contact: Ronald Rattman

Email: rattman@acmepaper.com

Buyer: Donna Parks/DF Telephone: 301.952.6567 Fax: 301.952.6605

Email: donna.parks@pgcps.org

Subject: IFB: 003-17 Cafeteria Paper and Supply Products

This Contract Amendment (the "Contract Amendment") is made by the Board of Education of Prince George's County and **ACME Paper & Supply Co., Inc.** to the Agreement dated November 11, 2016 the "Agreement").

- 1. The purpose of the Contract Amendment is to:
 - A. Incorporate mandatory Covid-19 vaccination verification and weekly Covid-19 testing requirements for contractors, vendors, volunteers, interns, and any other non-PGCPS employee who is doing any work or providing services on-site at a PGCPS office or school. See Attachment A for Covid-19 mandatory requirements.
 - B. Exercise option to renew the current contract for one year under the contract renewal term **through October 01**, **2022**.
 - C. Incorporate the increase in price as reflected in Amendment B. The increase is due to raw materials cost, labor shortages, coupled with higher transportation cost increases
- 2. Except as set forth in this Contract Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with the terms set forth in the original agreement.

In Witness Whereof, the undersigned agree to be bound by the terms and conditions set forth in this Contract Amendment to the Contract Award.

ACME Paper & Supply Co., Inc.

IFB: 003-17

ACCEPTED BY:

Contract Amendment No. 2

FOR THE FIRM:			FOR THE BOARD OF EDUCATION:				
ronald attman (Jan 6, 2022 10:37 EST)	Jan 6, 2022		keith.stewart@pgcps.org keith.stewart@pgcps.org (Jan 6, 2022 13:56 EST) Jan 6, 2022				
SIGNATURE		DATE	SIGNATURE DAT				
			Keith Stewart				
NAME		_	NAME:				
			Director, Purchasing & Supply Services				
TITLE		_	TITLE				
			FOR THE BOARD OF EDUCATION				
			OF PRINCE GEORGE'S COUNTY				
FIRM			UPPER MARLBORO, MARYLAND 20772				

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ATTACHMENT A

MANDATORY COVID 19: VACCINE AND TESTING REQUIRMENTS AND ON-SITE PROGRAMMING BY NON-PGCPS EMPLOYEES

WHEREAS, the Parties desire to incorporate the terms of policy into the aforementioned Contract in order to document expectations of Respondent/Vendor/Contractor/Partner's staff regarding Covid-19 vaccination and testing mandates for PGCPS.

NOW THEREFORE, THIS CONTRACT AMENDMENT WITNESSETH THAT, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. <u>COVID-19: VACCINE AND TESTING REQUIREMENTS AND ON-SITE PROGRAMMING BY NON-PGCPS EMPLOYEES</u>

Effective September 13, 2021, or at any time during the term of this Contract in which services commence by any intern, volunteer, vendor, contractor or employee of Partner (referred to herein as "Partner's staff"), PGCPS will require proof of vaccination against Covid-19 or weekly proof of a negative Covid-19 test [with results obtained within seventy-two (72) hours] each Monday for unvaccinated Partner's staff who are providing services on-site at a PGCPS facility.

- 1. Unless otherwise stated and to the extent possible, Partner's services shall be rendered virtually during the term of this Contract or until such time that PGCPS authorizes in-person services by Partner.
- 2. In the event Partner's services must be provided at a PGCPS site (not virtually):
 - a. Partner's staff shall be required to provide confirmation of vaccination to the designated PGCPS Point of Contact (i.e. principal/designee or responsible department/office representative) who is responsible for ensuring that the scope of services are completed.
 - b. Partner's staff shall be required to submit a list or other documentation of all Partner's staff who are vaccinated prior to the initiation of services. During the term of the Contract, Partner shall be responsible for supplementing this list for any new Partner staff assigned to provide services under this Contract prior to the Partner's staff's start date of services.
 - c. Unvaccinated, staff providing services at a PGCPS site must present proof of a negative Covid-19 test taken within seventy-two (72) hours to the designated PGCPS Point of Contact (i.e. principal/designee or responsible department/office representative) who is responsible for ensuring that the scope of services are completed. Contractor shall be responsible for providing results from pharmacies and labs that are accredited to administer Covid-19 testing. Results obtained from home Covid-19 testing kits will not be accepted and shall not meet the requirements of this Contract.
 - d. Partner shall be required to submit a list or other documentation of all Partner's staff who tested negative by the close of business each Monday. If Monday is a holiday, then the list or other documentation must be submitted on the next day in which schools are open by close of business. This requirement shall continue *each week during the term of this Contract*.
 - e. PGCPS will not be responsible for testing Partner's staff. Failure to provide proof of negative results will bar Partner's staff from providing in-person services at a PGCPS site until such time as the information is presented.

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- 3. Partner shall inform its PGCPS Point of Contact via phone call or email immediately upon being informed that any of its staff are unavailable to provide onsite services for any day(s) in which they are unable to present a negative Covid-19 test.
- 4. In the event a non-PGCPS staff tests positive for Covid-19, Partner shall inform the PGCPS Point of Contact immediately but no later than 24 hours after receiving notification of a positive Covid-19 test from the non-PGCPS employee.
- B. The Parties agree that all other terms and conditions of the Agreement shall remain in full force and effect and shall only be amended in writing, signed by both parties.

IFB: 003-17 Contract Amendment No. 2 Contract Pricing Amendment B

PGCPS 2021-2022 School Year Pricing

Update 11/3/21

Line	Acme item #	Description	Current Price	11/1/21 Price Increase	% Increase	1/1/22 Price Increase	% Increase
7	031522	APS 200 2 oz Souffle	42.50	55.25	30.00%		
8	031525	APS 500 5 oz. Souffle	57.67	74.98	30.02%		
10	130400	WHT POLYPRO FORK 1M/CS	9.45	10.80	14.29%		
11	130401	WHT POLYPRO T-SPOON 1M/	9.45	10.80	14.29%		
12	130402	WHT MW POLYPRO KNIFE 1M/CS	9.45	10.80	14.29%	A District Control of the Control of	A EAST-AND AND AND AND AND AND AND AND AND AND
13	130403	WHT POLYPRO S-SPOON 1M/	9.45	10.80	14.29%	And the State of Stat	
14	031530	APL 2 oz Lid	27.79	36.13	30.01%		W-41/14/11/14/14
15	031531	APL 3 & 5 oz. Lid	39.60	51.48	30.00%		
25	010157	5 lb Paper Bags	12.40	Carlo de Silve a como reservado e en como rese		13.52	9.03%
*32	391 303	827 10X13 RED CK CUSHION FOIL 2M/CS	SUPERSEDED		new item is packed 2500/cs		
*33	391304	828 10X13 YELLOW CUSHION FOIL 2M/CS	SUPERSEDED		new item is packed 2500/cs		
*34	391306	829 10X13 BLUE CK CUSHION FOIL 2M/CS	SUPERSEDED		new item is packed 2500/cs		
79	130474	406261 WHITE TASTER SPOON 3M/	24.10	31.35	30.08%	TOTAL PROPERTY.	
81	150212	WHBRG-09 9" SUGARCANE PLATE	44.70	49.18	10.02%	W Co-co-book Marine, and reading to the control of	
82	950145	BGW-710 7X10 PLATTER 500/CS	49.70	62.95	26.66%		
85	041631	24-32oz VENTED FLAT LID	26.78	29.45	9.97%		. , , , , , , , , , , , , , , , , , , ,
86	031533	2OZ CLR SOUFFLE 2500/CS	42.50	55,25	30.00%	TO SECURITY FOR THE CONTRACT OF SECURITY SECURIT	
87	231108	5.75" WRP MILK STRAW SLIM	43.50	56.55	30.00%		
88	440585	9" TRIANGLE PIZZA SLICE BOX	34.50	40.02	16.00%		
	400331	SILICONE PAN LINERS 1M/CS	30.60	32.43	5.98%		
NEW	391313	GREEN FOIL SANDWICH WRAP 2500/CS		99.69	0.00%	2500/cs	(CCA))iananamenteriori
NEW	391311	RED FOIL SANDWICH WRAP 2500/CS	The state of the s	99.69	0.00%	2500/cs	
NEW	391312	BLUE FOIL SANDWICH WRAP 2500/CS		99.69	0.00%	2500/cs	

Please note

^{*}Items 391313, 391311, 391312: The foil sandwich wrap is a pack size change, not a price increase.

^{**}Item 010356: This item is a pack change from 500/cs to 1000/cs and is a not a price increase