



PURCHASING AND SUPPLY SERVICES

Keith Stewart, Director | keith.stewart@pgcps.org
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952-6560

CONTRACT AMENDMENT

September 09, 2022

Hersey's Ice Cream
7435 Roosevelt Blvd
Elkridge, MD 21075
Tel No.: 410.796.5420
Contact.: **Jim Humphrey**
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Donna Parks/DF
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Subject: IFB: 015-21 Ice Cream Novelties

This Contract Amendment (the "Contract Amendment") is made by the Board of Education of Prince George's County and **Hersey's Ice Cream** to the Agreement dated September 10, 2021 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. Attachment B exercise price increases cost of manufacturing and delivering of all products types from suppliers. The contract renewal option term effective from the signature date **through August 31, 2024**.
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 renewal term.

ATTACHMENT A

**MANDATORY COVID 19: VACCINE AND TESTING REQUIREMENTS
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. COVID-19: VACCINE AND TESTING REQUIREMENTS AND ON-SITE PROGRAMMING BY NON-PGCPS EMPLOYEES

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.

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

Jim Humphrey
ACCEPTED BY:

FOR THE FIRM:

Jim Humphrey 9-21-22
SIGNATURE DATE

Jim Humphrey
NAME

Branch Manager
TITLE

Hershey ICE cream
FIRM

FOR THE BOARD OF EDUCATION:

Keith Stewart Oct 3, 2022
SIGNATURE DATE
keith.stewart@gcps.org keith.stewart@gcps.org (Oct 3, 2022 14:44 EDT)

Keith Stewart
NAME:

Director, Purchasing & Supply Services
TITLE

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

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.

ITEM	UPC CODE	12 DIGIT UPC CODE	QUANTITY PER CASE	OUNCES	CURRENT PRICE	UNIT PRICE	Cost per DZ	Cost Per Oz.	PREVIOUS PRICE	% CHANGE
STICK BARS/PUSH UP										
FUDGE-O	24682-31152	0 24682-31152 0	36	2.00	\$11.43	\$0.32	\$0.95	\$0.16	\$10.58	7.99%
LOW FAT ORANGE BLOSSOM	24682-31174	0 24682-31174 2	36	2.50	\$11.43	\$0.32	\$0.95	\$0.13	\$10.58	7.99%
CHOCOLATE SCOOTER CRUNCH BAR	24682-31150	0 24682-31150 6	36	2.75	\$13.06	\$0.36	\$1.09	\$0.13	\$12.10	7.97%
STRAWBERRY SCOOTER CRUNCH BAR	24682-31151	0 24682-31151 3	36	2.75	\$13.06	\$0.36	\$1.09	\$0.13	\$12.10	7.97%
SANDWICHES										
REDUCED FAT VANILLA	24682-31319	0 24682-31319 7	24	4.00	\$12.52	\$0.52	\$1.04	\$0.13	\$11.59	8.01%
ICE CREAM CONES										
VANILLA CHOCOLATE TWIST CONE	24682-31307	0 24682-31307 4	24	4.00	\$13.88	\$0.58	\$1.16	\$0.14	\$12.85	8.00%
COOKIES 'N CREAM CONE	24682-31306	0 24682-31306 7	24	4.00	\$13.88	\$0.58	\$1.16	\$0.14	\$12.85	8.00%
3 OZ. PLASTIC CUPS										
CHOCOLATE SUNDAE	24682-31662♦	0 24682-31662 4	48	3.00	\$18.48	\$0.39	\$1.54	\$0.13	\$16.80	10.00%
COTTON CANDY LOW FAT	24682-31661♦	0 24682-31661 7	48	3.00	\$18.48	\$0.39	\$1.54	\$0.13	\$16.80	10.00%
STRAWBERRY SUNDAE LOW FAT	24682-31663♦	0 24682-31663 1	48	3.00	\$18.48	\$0.39	\$1.54	\$0.13	\$16.80	10.00%
VANILLA LOW FAT	24682-31664♦	0 24682-31664 8	48	3.00	\$18.48	\$0.39	\$1.54	\$0.13	\$16.80	10.00%
Ice Cream 3 Gallon can			1		\$29.95				\$23.50	