CONTRACT EXTENSION NO. 1

July 22, 2022

JTM Provisions 299 Sales Drive Harrison, OH 45030 Tel No.: 800.626.2308

Email: mikeptak@jtmfoodgroup.com

Buyer: Ann Harrison Telephone: 301.952.6560 Fax: 301.952.6605

Email: ann.harrison@pgcps.org

Subject: IFB 016-18 USDA Food Processing of Products

This Contract Amendment (the "Contract Amendment") is made by the Board of Education of Prince George's County and **JTM Provisions** to the Agreement dated July 31, 2018 (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 the option to extend the current contract for one (1) under the contract renewal term from the date of signature **through August 31, 2023**. This extension provides for the approved increase in price based on vendor's increase in cost of supplies, material and freight.
- 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 as	gree to be bound by	the terms and c	conditions set fort	h in this	Contract
Amendment to the Contract Award.					

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FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

Brian Hofmeier rian Hofmeier (Jul 25, 2022 09:21 EDT)	07/25/2022	Ket All to	07/25/2022
SIGNATURE	DATE	SIGNATURE	DATE
		Keith Stewart	
NAME		NAME:	
		Director, Purchasing & Su	apply Services
TITLE		TITLE	
		FOR THE BOARD OF E	DUCATION
		OF PRINCE GEORGE'S	COUNTY
FIRM		UPPER MARLBORO, M	ARYLAND 20772

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.

- 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.

CONTRACT PRICING

Product Code	Description	Case Weight	SY 21-22 Price	SY 22-23 Price	SY 21-22 Vs SY 22-23 % change
Product Code	Turkey Mini Corn	Case Weight	31 21-22 File	31 22-23 FIICE	Change
5090	Dogs (6 ct)	30	\$56.61	\$62.92	+11.15%
3030	Premium Queso	30	\$30.01	302.32	+11.15%
5718	Blanco Sauce	30	\$31.38	\$34.39	+9.59%
3710	Signature Alfredo	30	751.56	754.55	13.3370
5722	Sauce	30	\$40.27	\$44.04	+9.36%
3,22	Premium Macaroni		Ş40.27	Ş44.04	13.3070
5757	& Cheese	30	\$35.33	\$37.02	+4.78%
3737	Premium Alfredo		ψ33.33	437.102	14.7070
	Sauce w/ Penne				
5764	Pasta	30		\$45.60	New item
	Premium Macaroni			4 15166	11011110111
5768	& Cheese	30	\$34.80	\$38.22	+9.83%
5700	Premium Three		ψο που	750.22	13.0070
5773	Cheese Cavatappi	30	\$36.74	\$39.02	+6.21%
	Macaroni & Cheese		φeen :	700.02	10122/0
	(Elbow) Portion				
5782	Pack Bowls	11.25	\$30.97	\$32.46	+4.81%
	Penne in Alfredo		φοιοι	702110	1102/0
	Sauce Portion Pack				
5783	Bowls	11.25	\$30.97	\$33.36	+7.72%
	Premium Three		Ţ COSC	700.00	
5797	Cheese Cavatappi	27	\$56.89	Discontinued	Discontinued
	Premium Macaroni		,		
5798	& Cheese	27	\$56.89	Discontinued	Discontinued
	County Breakfast		·		
5164	Scramble	30		\$40.03	New Item
	Signature Taco			·	
5252CE	Filling w/Beef	32	\$77.33	\$84.02	+8.65%
	Premium Hot		·	·	
5407CE	Honey Sloppy Joe	30		\$94.81	New Item
	Signature Beef			·	
545CE	Sloppy Joe	30		\$79.97	New Item
	Rotini w/ Italian			·	
5501CE	Meat Sauce	15	\$42.13	Discontinued	Discontinued
	Premium Beef				
5533CE	Spaghetti Sauce	32	\$70.90	\$76.68	+8.15%
	Signature Rotini w/				
	Italian Meat Sauce				
5591CE		30		\$72.86	New Item
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	Premium				
	Homestyle Pork				
5649CE	Sausage Patty	30		\$73.62	New Item
	Premium Salisbury				
	Steak with				
5678CE	Mushrooms	30	\$107.83	Discontinued	Discontinued
	Signature				
	Seasoned Beef				
5813CE	"Philly" Steak	30	\$139.53	Discontinued	Discontinued
	Signature Taco				
CP5252	Filling w/Beef	32	\$29.33	\$33.98	+15.85%
	Premium Hot				
CP5407	Honey Sloppy Joe	30	\$38.59	\$43.94	+13.86%
	Signature Beef				
CP545	Sloppy Joe	30	\$28.27	\$32.85	+16.20%
	Rotini w/Italian				
CP5501	Meat Sauce	15	\$30.97	\$35.59	+14.92%
	Spaghetti w/ Meat				
CP5502	Sauce	15	\$30.97	\$34.39	+11.04%
	Premium Beef				
CP5533	Spaghetti Sauce	32	\$33.08	\$37.75	+14.12%
	Signature Rotini w/				
CP5591	Italian Meat Sauce	30		\$39.98	New Item
	Premium Salisbury				
	Steak with				
CP5678	Mushrooms	30	\$33.00	Discontinued	Discontinued
	Signature				
	Seasoned Beef				
CP5813	"Philly" Steak	30	\$71.50	Discontinued	Discontinued
	Beef Taco &				
	Cheddar Cheese				
CP5982	(TRAYS)	11.25	\$47.72	Discontinued	Discontinued