



Office of Purchasing and Supply Services  
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REVISED CONTRACT AMENDMENT NO. 3

April 12, 2022

Tyson Sales & Distributions, Inc.  
2200 W. Don Tyson Parkway  
Springdale, AR 72762  
Tel No.: 800.248.9766  
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**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 **Tyson Sales & Distributions, Inc.** parties 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. Attachment B amendment reflects an additional price increase adjustment due to industry wide soy flour textured ingredient challenges, formulation adjustments are needed to ensure that Tysons maintain appropriate supply.
  - C. This Amendment exercise the renewal contract term for one year **through August 31, 2022.**
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.

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ACCEPTED BY:

**FOR THE FIRM:**

**FOR THE BOARD OF EDUCATION:**

[Redacted Signature]

[Redacted Signature]

Charles Boger (Apr 29, 2022 15:52 CDT)

keith.stewart@pgcps.org keith.stewart@pgcps.org (May 4, 2022 11:59 EDT)

Apr 29, 2022

May 4, 2022

SIGNATURE

DATE

SIGNATURE

DATE

Charles Boger

Keith Stewart

NAME

NAME:

Sr Director - Pricing

Director, Purchasing & Supply Services

TITLE

TITLE

Tyson Sales and Distribution, Inc.

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

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## 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.

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**

*KAS*



### Tyson Price Adjustment Detail – Prince George County PS

MATERIAL NUMBER	DESCRIPTION	ORIGINAL COMM'L CS	ORIGINAL COMMODITY CS	UPDATED COMMODITY CS	DIFFERENCE COMMODITY CS	DIFFERENCE COMMODITY SERVINGS	% CHANGE
10000013740	Beef Dipper with Teriyaki	\$ 89.17	\$ 27.77	\$ 30.77	\$ 3.00	\$ 0.02	3%
10000097902	Flame Grilled Low Sodium Beef Pattie, 2.25 oz	\$ 92.25	\$ 22.44	\$ 24.47	\$ 2.03	\$ 0.01	2%
10174430928	Chicken Sausage Patties, 1.43 oz	\$ 79.07	\$ 37.59	\$ 43.12	\$ 5.53	\$ 0.02	7%
10035220928	Fajita Seasoned Chicken Strips, White and Dark Meat, 2.8 oz	\$ 124.74	\$ 73.87	\$ 81.35	\$ 7.48	\$ 0.03	6%
10037310928	Whole Grain Breaded Chicken Patties	\$ 54.50	\$ 28.35	\$ 32.18	\$ 3.83	\$ 0.04	7%
10703640928	Whole Grain Breaded Golden Crispy Chicken Nuggets	\$ 52.99	\$ 39.37	\$ 42.55	\$ 3.18	\$ 0.02	6%
10703680928	Whole Grain Breaded Golden Crispy Popcorn Chicken	\$ 53.60	\$ 39.35	\$ 44.15	\$ 4.80	\$ 0.03	9%
10000032432	Beef Taco Meat	\$ 97.68	\$ 43.56	\$ 44.88	\$ 1.32	\$ 0.01	1%
10703320928	Whole Grain Breaded Golden Crispy MWWM Chicken Tenders	\$ 95.32	\$ 63.53	\$ 69.25	\$ 5.72	\$ 0.05	6%
10703620928	Whole Grain Breaded Golden Crispy MWWM Boneless Chicken Wings	\$ 87.35	\$ 57.00	\$ 60.00	\$ 3.00	\$ 0.02	3%
10703120928	Whole Grain Breaded Hot 'N Spicy MWWM Chicken Filets	\$ 93.08	\$ 61.80	\$ 67.38	\$ 5.58	\$ 0.04	6%
10703000928	Whole Grain Breaded Homestyle Whole Muscle Chicken Breast Filets	\$ 106.39	\$ 77.70	\$ 84.08	\$ 6.38	\$ 0.06	6%
16660100928	Whole Grain Breaded Traditional Chicken Drumsticks	\$ 77.12	\$ 55.13	\$ 59.76	\$ 4.63	\$ 0.05	6%
10000069104	Flame Grilled Beef Burger	\$ 72.86	\$ 14.58	\$ 16.16	\$ 1.58	\$ 0.01	2%
10000006919	Cheeseburger Meatloaf	\$ 78.59	\$ 36.62	\$ 38.37	\$ 1.75	\$ 0.02	2%
10024741120	IW Egg & Cheese with Maple Cheddar Topping Breadsticks	\$ 32.01	\$ 27.12	\$ 28.13	\$ 1.01	\$ 0.01	3%
10269760928	Whole Grain Breaded Homestyle MWWM Chicken Chunks	\$ 102.12	\$ 71.68	\$ 77.81	\$ 6.13	\$ 0.05	6%
10000097868	Philly Beef Steak	\$ 187.25	\$ 66.07	\$ 70.27	\$ 4.20	\$ 0.02	2%
10300160928	Whole Grain Breaded Hot 'N Spicy Chicken Drumsticks	\$ 78.01	\$ 56.02	\$ 60.70	\$ 4.68	\$ 0.05	6%
10346960928	Oven Roasted Glazed Chicken Wings	\$ 129.46	\$ 105.00	\$ 105.00	No Offer	No Offer	NA