

### CONTRACT AMENDMENT

August 4, 2022

The Sam Tell Companies 300 Smith Street Farmingdale, NY 11735 Tel No.: 631.501.9700 Contact: Lisa Newman Email: <u>Inewman@samtel.com</u> Donna Parks/DF Telephone: 301.952.6567 Fax: 301.952.6605 Email: donna.parks@pgcps.org

#### Subject: IFB: 020-21 Furnish and Deliver Small Kitchen Equipment Food & Nutrition Services

This Contract Amendment (the "Contract Amendment") is made by the Board of Education of Prince George's County and **The Sam Tell Companies** to the Agreement dated August 18, 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 increase driven by unpredictable market and economic based supply chain in materials and surcharges cost increases effective from the signature date through **August 18, 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.

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

ACCEPTED BY:

FOR THE FI	RM:	FOR THE BOARD OF EDUCATION:			
Lisa Neman Lisa Neman (Aug 10, 2022 12:51 EDT)	Aug 10, 2022	Kelthlet keith.stewart@pgcps.org keith.stewart@pgcps.org (Aug 11, 2022 09:37 EDT) Aug 11, 2022			
SIGNATURE	DATE	SIGNATURE DATE			
Lisa Neman		Keith Stewart NAME:			
Customer Service		Director, Purchasing & Supply Services			
TITLE		TITLE			
Sam Tell & Son Inc		FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY UPPER MARLBORO, MARYLAND 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</u> <u>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.

## Attachment B

	IFB: 020-21 Small Kitchen Equipmo	B: 020-21 Small Kitchen Equipment Amendment No. 1				Page 5
ltem	Description	Model Number	Unit of Measure	2021 Unit Price	2022 Unit Price	Percent Increase
1	Apron, Bib,White	Stanton 3901 or Equal	Dozen	\$22.36	\$24.30	8.68
2	Apron,Vinyl	San Jamar 614DVA-WH or Equal	Each	\$6.34	\$7.10	11.99
3	Bowl 3 qt	Stanton 4903 or Equal Stanton 4905 or Equal	Each	\$1.06	\$2.38	124.53
4 5	Bowl 5 qt Bowl 16 qt	Stanton 4905 or Equal	Each Each	\$1.75 \$5.49	\$3.16 \$9.91	80.57 80.51
6	Brush, Pot 8-9"	Carlisle 3650500 or Equal	Each	\$4.12	\$4.12	0.00
7	Brush, Pot 20"	Carlisle 36505L00 or Equal	Each	\$3.97	\$3.97	0.00
8	Brush & Dust Pan	Carlisle 36141503 or Equal	Each	\$16.65	\$19.98	20.00
9	Brush, Pastry	Royal PST BR P400 or Equal	Each	\$3.97	\$7.38	85.89
10 11	Brush, Kettle Valve Brush, Vegetable	Carlisle 4015000 or Equal Carlisle 4016402 or Equal	Each Each	\$5.74 \$7.82	\$6.30 \$8.26	9.76 5.63
	lorine, Pre-Cut Sanitizing Strips-100 (	•	Each	\$2.17	\$3.14	44.70
13	Cloth, Dish	Stanton 133X or Equal	Dozen	\$4.99	\$5.88	17.84
14	Colander	Stanton 61116 or Equal	Each	\$40.52	\$40.52	0.00
15	Container w/ Lid 2 qt	Stanton PES-2/PCSL-24 or Equal	Each	\$3.28	\$3.53	7.62
16	2 QT Container Lid	Stanton PCSL-24 or Equal	Each	\$0.60	\$1.28	113.33
17	Container w/ Lid 12 qt	Stanton PCS-12 or Equal Stanton PCSL-121822 or Equal	Each	\$11.26	\$12.68	12.61 106.77
18 19	12 QT container Lid Container w/ Lid 8 qt	Stanton PCS-8 or Equal	Each Each	\$1.33 \$4.23	\$2.75 \$8.72	106.15
20	8 QT Container W/ Lid 8 qt	Stanton PCS-68 or Equal	Each	\$4.23 \$0.92	\$8.72	106.15
20	Cutting Board	Stanton79918 or Equal	Each	\$0.92 \$4.62	\$1.90	88.10
21	Cylinder, Nylon	Stanton 6907 or Equal	Each	\$4.62 \$0.54	\$8.09 \$1.04	92.59
23	Disher #40-Purple	Stanton 1951-40or Equal	Each	\$4.62	\$6.99	51.30
24	Disher #30-Black	Stanton 1951-30 or Equal	Each	\$4.62	\$6.99	51.30
25	Disher #24-Red	Stanton 1951-24 or Equal	Each	\$4.62	\$6.99	51.30
26	Disher #20-Yellow	Stanton 1951-20 or Equal	Each	\$4.62	\$6.99	51.30
27	Disher #16-Blue	Stanton 1951-16 or Equal	Each	\$4.62	\$6.99	51.30
28	Disher #12-Green	Stanton 1951-12 or Equal	Each	\$4.62	\$6.99	51.30
29	Disher #10-Ivory	Stanton 1951-10 or Equal	Each	\$4.62	\$6.99	51.30
30	Disher #8-Gray	Stanton 1951-8 or Equal	Each	\$4.62	\$6.99	51.30
31	Disher #6-White	Stanton 1951-6 or Equal	Each	\$4.62	\$6.99	51.30
32	Dredge	Stanton 951 or Equal	Each	\$1.25	\$1.98	58.40
33	Grater, Hand	Stanton 1832 or Equal	Each	\$3.20	\$5.76	80.00
34	Knife, Cook's	Stanton-KNV-CHF10-WH or Equal Stanton-KNV-BON6N-WH or Equal	Each	\$8.58	\$8.58	0.00
35	Knife, Boning	Stanton-KNV-PAR3.5-WH or Equal	Each	\$4.89	\$4.89	0.00
36 37	Knife, Paring Knife, Bread	Stanton-KNV-BRDSER10-WH or E	Each Each	\$2.25 \$5.49	\$2.25 \$6.59	0.00 20.04
37	Ladle 8 oz	Volrath 58066 or Equal	Each	\$5.49 \$14.68	\$0.59 \$21.06	43.46
39	Ladle 2 oz	Vollrath 58022 or Equal	Each	\$14.00	\$21.00 \$15.58	44.66
40	Lid Dome Cover	ABC Procurement STDC-2000 or E	Each	\$10.91	\$17.63	61.59
41	Steam Table Lid, 1/3 Size	Stanton SPC-1300 or Equal	Each	\$2.42	\$5.45	125.21
42	Steam Table Lid, 1/2 Size	Stanton SPC-1200 or Equal	Each	\$3.22	\$7.27	125.78
43	Measuring Cup Set	Stanton 1047 or Equal	Set	\$1.90	\$3.81	100.53
44	Measuring Spoon Set	Stanton 933 or Equal	Set	\$0.51	\$0.79	54.90
45	Measure Graduated 1 qt.	ABC Procurement GM-1-A or Equal	Each	\$6.36	\$6.49	2.04
46	Measure Graduated 1 gal.	ABC Procurement GM-4-A or Equal	Each	\$15.38	\$15.73	2.28
47	Oven Pad 8.5" x 11" Square	Stanton PG-1 or Equal	Dozen	\$19.52	\$25.85	32.43
48	Oven Mitt 17"	Stanton 9946L or Equal	Pair	\$6.62	\$6.62	0.00
49	Can Opener	Edlund 1 or Equal	Each	\$108.39	\$130.41	20.32
50	Can Opener Blade	Edlund K004SP or Equal	Each	\$22.71	\$26.84	18.19
51	Can Opener Gear	Edlund G003SP or Equal	Each	\$31.91	\$54.25	70.01
52	Paddle	Carlisle 4035202 or Equal	Each	\$26.73	\$27.05	1.20
53	Pan, Bun 18" x 26"	Stanton-1018 or Equal Stanton-1017 or Equal	Dozen	\$5.64	\$7.99 \$5.60	41.67
54	Pan, Bun 12" x 18"	Adcraft-HER-14FP/4 or Equal	Dozen	\$3.49	\$5.69	63.04
55 56	Pan, Saute Pan, Steam Table 4" 1/3 Size	Stanton SP1304 or Equal	Each Each	\$17.45 \$3.77	\$27.73 \$7.92	58.91 110.08
56 57	Pan, Steam Table 4" 1/3 Size Pan,Steam Table 2.5" 1/3 Size	Stanton SP1302 or Equal	Each	\$3.77	\$7.92 \$6.52	110.08
58	Pan,steam Table 2.5" 1/2 Size	StantonSP1202 or Equal	Each	\$3.78	\$0.52 \$7.94	110.05
59	Pan,steam Table 4" 1/2 Size	Stanton SP1204 or Equal	Each	\$3.78	\$9.65	110.03
60	Pan,steam Table 4" Full Size	Stanton SP2004 or Equal	Each	\$8.08	\$16.97	110.02
61	Pan,steam Table 2.5" Full Size	Stanton SP2002 or Equal	Each	\$5.90	\$12.40	110.17
62	Pan Perferated 2.5" 1/2 Size	Stanton SP1202P or Equal	Each	\$4.26	\$8.96	110.33
63	Pan Perferated 2.5" Full Size	Stanton SP2002P or Equal	Each	\$6.94	\$14.58	110.09
64	Saucepan 10 qt.	Stanton ASPN10 or Equal	Each	\$28.02	\$29.79	6.32
65	Saucepan Lid 10 qt.	Stanton ASPNL10 or Equal	Each	\$11.26	\$8.83	-21.58
66	Saucepan 4.5 qt	Stanton ASPN4.5 or Equal	Each	\$16.84	\$17.97	6.71
67	Saucepan ILid 4.5 qt	Stanton ASPNL4.5 or Equal	Each	\$8.54	\$8.54	0.00
68	Stock Pot 5 gal.	Stanton ASTP20HD or Equal	Each	\$30.47	\$78.17	156.55
69	Pot Lid 5 gal.	Stanton ASTPL20 or Equal	Each	\$5.24	\$8.92	70.23

70	Deale Distances in a	Carlisle RPC14 or Equal	Fash	¢40.40	<b>\$</b> \$\$\$ \$4	40.00
70	Rack, Dishwahsing	Carlisle RP14 or Equal	Each	\$49.13	\$68.94	40.32
71	Rack, Dishwahsing, Plate		Each	\$14.76	\$16.80	13.82
72	Scale, Portion	Stanton DPS-32 or Equal	Each	\$33.58	\$34.35	2.29
73	Scale, Pound	Stanton DPS-25 or Equal	Each	\$48.75	\$48.75	0.00
74	Spatula, Rubber, HH 16.5"	ABC SCR16 or Equal	Each	\$3.38	\$4.86	43.79
75	Skimmer	Stanton 1142 or Equal	Each	\$1.25	\$2.50	100.00
76	Slicer, Egg	Oneida Hospitality ES-SS or Equal	Each	\$3.13	\$3.13	0.00
77	Spoodle, Solid, 2 oz.	Stanton 4242 or Equal	Each	\$0.85	\$1.61	89.41
78	Spoodle, Solid, 3 oz.	Stanton 4243 or Equal	Each	\$0.87	\$1.70	95.40
79	Spoodle, Solid, 4 oz.	Stanton 4244 or Equal	Each	\$1.06	\$2.04	92.45
80	Spoodle, Solid, 6 oz.	Stanton 4246 or Equal	Each	\$1.71	\$2.42	41.52
81	Spoodle, Solid, 8 oz.	Stanton 4248 or Equal	Each	\$1.49	\$2.73	83.22
82	Spoodle, Perforated, 2 oz.	Stanton 4252 or Equal	Each	\$0.83	\$1.61	93.98
83	Spoodle, Perforated, 3 oz.	Stanton 4253 or Equal	Each	\$0.92	\$1.70	84.78
84	Spoodle, Perforated, 4 oz.	Stanton 4254 or Equal	Each	\$1.09	\$2.04	87.16
85	Spoodle, Perforated, 6 oz,	Stanton 4256 or Equal	Each	\$1.71	\$2.42	41.52
86	Spoodle, Perforated, 8 oz.	Stanton 4258 or Equal	Each	\$1.30	\$2.73	110.00
87	Spoon, Serving, 13"	Stanton 4433 or Equal	Each	\$0.59	\$1.27	115.25
88	Spoon, Serving, 15.5"	Stanton 4435 or Equal	Each	\$0.65	\$1.41	116.92
89	Spreader, Sandwich	Stanton PL7476 or Equal	Each	\$0.85	\$1.48	74.12
90	Steel, Knife Sharpening	Stanton 7920 or Equal	Each	\$7.56	\$7.56	0.00
91	Strainer, China Cap	Stanton 1822C or Equal	Each	\$14.68	\$23.47	59.88
92	Stool, Step	Rubbermaid FG252300BEIG or Equ	Each	\$84.73	\$111.66	31.78
93	Thermometer, Dry Storage	Taylor 1105J or Equal	Each	\$12.69	\$14.23	12.14
94	Thermometer, Food Testing	Stanton 2909 or Equal	Each	\$1.80	\$3.44	91.11
95	Thermometer, Refrig./Freezer	Stanton 2900 or Equal	Each	\$1.74	\$2.48	42.53
96	Tongs, 9"	Stanton 212HD or Equal	Each	\$1.99	\$1.99	0.00
97	Tongs, 7.5"	Stanton 200 or Equal	Each	\$1.15	\$4.84	320.87
98	Tray, Cafeteria	Carlisle CT121603 or Equal	Each	\$3.12	\$1.36	-56.41
99	Turner, Hamburger	Stanton PL7405 or Equal	Each	\$2.41	\$2.84	17.84
100	Wire Whip	Stanton Trading PWS16 or Equal	Each	\$1.97	\$4.39	122.84
101	Pitcher, 4 qt.	Vollrath 82040 or Equal	Each	\$43.96	\$65.10	48.09
102	Pizza Wheel, 4"	Stanton PL259X or Equal	Each	\$2.30	\$4.59	99.57
103	Bun Pan Rack	Advance Tabco PR18-3W-1X or Eq	Each	\$261.18	\$370.30	41.78
		Metro Model Number N556BBR		+···•	+	
		Super Erecta 4-Shelf Industrial				
		Wire Shelving Stem Caster Cart,				
104	Cart, Stem Caster(MMFA)	5" Resilient Rubber Casters, Brite,	Fach	\$307.91	\$403.65	31.09
104		24″ x 48″ x 67.875″ or Equal	Each	\$307.91	<b>Φ403.0</b> 0	31.09