

#### **CONTRACT EXTENSION NO. 1**

October 3, 2022

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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 **Schwan's Company** 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) year 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 agree to be bound by the terms and conditions set forth in this Contract Amendment to the Contract Award.

AH AH

ACCEPTED BY:

### FOR THE FIRM:

### FOR THE BOARD OF EDUCATION:

just -	10/10/2022	keith.stewart@pgcps.org (Oct 12, 2022 09:14 EDT)	10/12/2022		
SIGNATURE	DATE	SIGNATURE	DATE		
Jill Pieper		Keith Stewart			
NAME		NAME:			
Assistant Secretary		Director, Purchasing & Supply Services			
TITLE		TITLE			
Schwan's Food Service Inc.		FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY			
FIRM		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 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	Svgs / Cs	SY 22-23 Commercial Bid Price	SY 22-23 Commercial Bid Price/svg	SY 22-23 Commodity Values		SY 22- 23 Net Bid Price/svg
55290	Stuffed Sandwich Pepp Bulk	48	\$ 41.54	\$ 0.8654	\$ 5.60	\$ 35.94	\$ 0.7488
55291	Stuffed Sandwich Fiestada IW	48	\$ 42.82	\$ 0.8921	\$ 7.09	\$ 35.73	\$ 0.7444
55292	Stuffed Sandwich Buffalo Chicken IW	48	\$ 42.82	\$ 0.8921	\$ 5.69	\$ 37.13	\$ 0.7736
55293	Stuffed Sandwich Pepp IW	48	\$ 42.82	\$ 0.8921	\$ 5.60	\$ 37.22	\$ 0.7754
60585	Asian Appetizers	64	\$ 59.03	\$ 0.9223	#N/A	#N/A	#N/A
63912	Breakfast Cheese 50/50	128	\$ 47.03	\$ 0.3674	\$ 4.41	\$ 42.62	\$ 0.3330
66048	Egg Roll 3.1oz Veg	130	\$ 80.73	\$ 0.6210	#N/A	#N/A	#N/A
68521	4x6 Thick Crust Cheese	96	\$ 60.75	\$ 0.6328	\$ 22.04	\$ 38.71	\$ 0.4032
69020	Stir Fry Orange (Breaded)	165	\$ 184.31	\$ 1.1170	\$ 18.63	\$ 165.68	\$ 1.0041
69074	Fried Rice	84	\$ 55.68	\$ 0.6629	#N/A	#N/A	#N/A
78314	Tony's 5" UNCURED Pepp IW	60	\$ 52.67	\$ 0.8778	\$ 8.82	\$ 43.85	\$ 0.7308
78315	Tony's 5" Cheese IW	60	\$ 49.24	\$ 0.8207	\$ 10.87	\$ 38.37	\$ 0.6395
78353	Breakfast Pizza Bacon	128	\$ 56.58	\$ 0.4420	\$ 9.11	\$ 47.47	\$ 0.3709
78366	Tony's 4" Cheese IW	72	\$ 57.07	\$ 0.7927	\$ 12.97	\$ 44.10	\$ 0.6126
78367	Tony's 4" Pepp IW	72	\$ 60.89	\$ 0.8457	\$ 11.74	\$ 49.15	\$ 0.6827
78368	Tony's 5" Cheese	60	\$ 48.21	\$ 0.8034	\$ 10.87	\$ 37.34	\$ 0.6223
78639	Primo Buff Chicken	72	\$ 71.48	\$ 0.9928	\$ 13.94	\$ 57.54	\$ 0.7992