

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

July 26, 2022

Culinary Ventures of Maryland PO Box 632 Dunkirk, MD 20754 Phone: 410.257.0124 Contact: Roberta Dehart Email: rdehart@cvmaryland.com Buyer: Ann Harrison Telephone: 301.952.6560 Fax: 301.952.6605 Email: donna.parks@pgcps.org

#### Subject: IFB 027-18 Snacks and Beverages

This Contract Amendment (the "Contract Amendment") is made by the Board of Education of Prince George's County and **Culinary Ventures of Maryland** to the Agreement dated October 10, 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 renew the current contract for **one year** under the contract renewal term from the date of signature **through September 30, 2023.**
- 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.

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**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 FIRM:

#### FOR THE BOARD OF EDUCATION:

Roberta De Hart Roberta DeHart (Jul 26, 2022 16:59 EDT)	07/26/2022	Kett All to	07/27/2022		
SIGNATURE	DATE	SIGNATURE	DATE		
		Keith Stewart			
NAME		NAME:			
		Director, Purchasing & Supply Services			
TITLE		TITLE			
		FOR THE BOARD OF ED OF PRINCE GEORGE'S C			
FIRM		UPPER MARLBORO, MA	RYLAND 20772		

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#### 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.

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- 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.

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## **Contract Pricing**

Product Name	Item #	SY 21/22	MU %	MU \$	SY 20/21	Product Name	Item #	SY 21/22	MU %	MU \$	SY 20/21
CHIPS						8 OZ JUICES					
Oven Baked WG Cheetos Crunchy 104/.88 oz	46396	\$31.43	4.7%	\$1.41	\$30.02	IZZE SPARKLING - 24 count					
Oven Baked WG Cheetos Flamin Hot 104/.88 oz	46397	\$31.43	4.7%	\$1.41	\$30.02	Blackberry	95417	\$13.23	4.7%	\$0.59	\$12.64
RF Cheetos Puffs 72/.7 oz	41207	\$21.74		\$0.98	\$20.77	Apple	96420	\$13.23		\$0.59	\$12.64
Baked Lays BBQ 60/0.875 oz	46386	\$18.13	4.7%	\$0.81	\$17.31	Clementine	96419	\$13.23		\$0.59	\$12.64
Baked Lays Original 60/0.875 oz	46385	\$18.13	4.7%	\$0.81	\$17.31	MOTT'S - 24 count	30413	\$13.25	4.170	\$0.59	<b>\$12.04</b>
Baked Lays Sour Cream & Onion 60/0.875 oz	46391	\$18.13	4.7%	\$0.81	\$17.31	100% Apple	10690	\$15.89	4.7%	\$0.71	\$15.18
Baked Ruffles Cheddar & SC 60/0.8 oz	41404	\$18.13	4.7%	\$0.81	\$17.31	11.5 OZ & 12	OZ JUICES		4.1 10	40.71	
LSS RF Kettle Chips Original 64/cs	46302	\$32.77	4.7%	\$1.47	\$31.30	SNAPPLE 11.5 oz - 24 count				1	1
LSS RF Kettle Chips BBQ 64/cs	46310	\$32.77	4.7%	\$1.47	\$31.30	100% Green Apple	11800	\$15.06	4.7%	\$0.68	\$14.38
LSS RF Kettle Chips Salt & Vinegar 64/cs	46306	\$32.77	4.7%	\$1.47	\$31.30	100% Orange Mango	11801	\$15.06	4.7%	\$0.68	\$14.38
LSS RF Kettle Chips Jalapeno Cheddar	46104	\$32.77	4.7%	\$1.47	\$31.30	100% Fruit Punch	11802	\$15.06	4.7%	\$0.68	\$14.38
RF Doritos Cool Ranch 72/1 oz	46388	\$21.74	4.7%	\$0.98	\$20.77	100% Grape	11803	\$15.06	4.7%	\$0.68	\$14.38
RF Doritos Nacho 72/1 oz	46392	\$21.74	4.7%	\$0.98	\$20.77	GATORADE G2 12 oz - 24 count					
RF Doritos Spicy Sweet Chili 72/1 oz	46395	\$21.74	4.7%	\$0.98	\$20.77	Grape	16958	\$14.40	4.7%	\$0.65	\$13.75
RF Doritos Spicy Flamas 72/1 oz	46398	\$21.74	4.7%	\$0.98	\$20.77	Orange	16959	\$14.40	4.7%	\$0.65	\$13.75
RF Doritos Wild White Nacho 72/1oz	46399	\$21.74	4.7%	\$0.98	\$20.77	Fruit Punch	17066	\$14.40	4.7%	\$0.65	\$13.75
Smartfood Delights White Cheddar Popcorn 72/.5 oz	41504	\$21.74	4.7%	\$0.98	\$20.77	Glacier Freeze	17065	\$14.40	4.7%	\$0.65	\$13.75
Funyons 104/cs	41600	\$31.43	4.7%	\$1.41	\$30.02	WATER					
CRACKERS/COOKIES/SNACKS						NESTLE PURE LIFE					
Linden's Chocolate Chippers 63/1.1 oz	65956	\$20.24	4.7%	\$0.91	\$19.33	Nestle 48/8oz	10601	\$7.04	4.7%	\$0.32	\$6.72
Linden's Butter Crunchers 63/1.1oz	65959	\$20.24	4.7%	\$0.91	\$19.33	Nestle 35/16.9oz	10645	\$4.81	4.7%	\$0.22	\$4.59
Linden's Chocolate Chip 2pk 216/1.1oz	65953	\$58.84	4.7%	\$2.64	\$56.20	DEER PARK				-	
Linden's Fudge Chip 2 pk 216/1.1oz	65954	\$58.84	4.7%	\$2.64	\$56.20	Deer Park 24/24oz Sportscap	10606	\$7.15	4.7%	\$0.32	\$6.83
Darlington Soft Baked Choc. Chip Cookie 160/1.4 oz	26410	\$42.39	4.7%	\$1.90	\$40.49	Deer Park 15/1 liter	10605	\$6.87	4.7%	\$0.31	\$6.56
Darlington Strawberry Oatmeal Bar 216/1.2 oz	26424	\$52.00	4.7%	\$2.33	\$49.67	SECONDARY	SCHOOLS				
Welch's Mixed Fruit Snacks 144/1.5 oz	35509	\$57.56	4.7%	\$2.58	\$54.98	FLAVORED WATER					
BREAKFAST ITEMS	-					POWERADE ZERO 20 oz - 24 count					
WG Pop-Tarts Brown Sugar Cinn. (Singles) 120/1.76 oz	66630	\$41.39	4.7%	\$1.86	\$39.53	Mixed Berry	16800	\$18.72	4.7%	\$0.84	\$17.88
WG Pop-Tarts Strawberry (Singles) 120/1.76 oz	66631	\$41.39	4.7%	\$1.86	\$39.53	Grape	16805	\$18.72	4.7%	\$0.84	\$17.88
						Fruit Punch	16808	\$18.72	4.7%	\$0.84	\$17.88
						JUICES					
						MM LIGHT JUICE - 20 oz - 24 count					
						Cherry Lime	11507	\$19.31	4.7%	\$0.87	\$18.44
						Lemonade	11509	\$19.31	4.7%	\$0.87	\$18.44
						GATORADE ZERO 20oz - 24 count					
						Glacier Cherry	17210	\$18.72	4.7%	\$0.84	\$17.88
						Glacier Freeze	17211	\$18.72	4.7%	\$0.84	\$17.88