



PURCHASING AND SUPPLY SERVICES

Keith Stewart, Director | keith.stewart@pgcps.org
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CONTRACT AMENDMENT NO. 3

April 12, 2022

Cargill Kitchen Solutions
15407 McGinty Road
Wayzata, MN 553961
Tel No.: 800.248.9766
Contact: Janelle Nilson
Email: Janelle_nilson@cargil.com

Buyer: Donna Parks/DF
Telephone: 301.952.6567
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Email: donna.parks@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 **Cargill Kitchen Solutions** 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 price increase resulting from rising commodity markets and discontinued items due production of individual wrapped products in French toast.
 - 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.

Janelle Nilson

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

Janelle Nilson 5.16.22
 SIGNATURE DATE

Janelle Nilson
 NAME

School Admin
 TITLE

Cargill Kitchen Solutions
 FIRM

 May 17, 2022
keith.stewart@pgcps.org keith.stewart@pgcps.org (May 17, 2022 15:07 EDT)
 SIGNATURE DATE

Keith Stewart
 NAME:

Director, Purchasing & Supply Services
 TITLE

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

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.

Attachment B
Contract Pricing

Legacy Code	Manufacturer Item #	Item Description	Packaging	Old Pricing	New Pricing	% Change
40432	110034441	Whole Grain French Toast Sticks	Bulk	\$49.76	\$54.06	8.6
40490	110034452	Whole Grain Cinnamon Glazed French Toast	Bulk	\$55.56	\$60.27	8.5
40497	110034448	Whole Grain Cinnamon Glazed French Toast Sticks	Bulk	\$43.51	\$47.14	8.3
40491	110034440	Whole Grain Cinnamon Glazed French Toast	IW		Discontinued	
40494	110034449	Whole Grain Cinnamon Glazed French Toast Sticks	IW		Discontinued	