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CONTRACT AMENDMENT No. 1

November 17, 2021

Carrier Corporation 21750 Red Run Drive, Suite 192 Ashburn, VA 20147 Tel.: 703.834.3900 x 4 Contact: Omer Rashid Email: <u>omer.rashid@carrier.com</u> Buyer: Donna Parks/DF Telephone: 301.952.6567 Fax: 301.952.6605 Email: donna.parks@pgcps.org

Subject: RFP: 014-18 Chiller and Cooling Tower Maintenance and Repairs at Specified Locations

This Contract Amendment (the "Contract Amendment") is made by the Board of Education of Prince George's County and **Carrier Corporation** to the Agreement dated November 15, 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 and under the contract renewal term from **December 01, 2021 November 30, 2022.**
 - **C.** Incorporate the approved pricing schedule (Attachment B). The increase has been determined reasonable based upon an analysis of the BLS report.
- 2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms set in the original agreement.
- 3. 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:			
Omer Rashid (Dec 27, 2021 08:23 EST)	Dec 27, 2021	keith.stewart@pgcps.org keith.stewart@pgcps.org (Jan 5, 2022 J	Jan 5, 2022		
SIGNATURE	DATE	SIGNATURE	DATE		
		Keith Stewart			
NAME		NAME:			
		Director, Purchasing & Supply	Services		
TITLE		TITLE			
		FOR THE BOARD OF EDUCA	ATION		
		OF PRINCE GEORGE'S COU			
FIRM		UPPER MARLBORO, MARYI	LAND 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 Contract Price Schedule

Carrier Contract Number	Location Name	Street	City	State	Zip	Previous Contract Price	% Price Increase	New Contract Price	New Invoice Price (Per Quarter)
021A13193	G. James Gholson-Cora Rice MS	900 Nalley Rd	Hyattsville	MD	20785- 4506	\$14,549.00	3%	\$14,984.00	\$3,746.00
021A13198	PGCPS - Forrestville HS	7001 Beltz Dr	District Heights	MD	20747- 4699	\$11,639.00	3%	\$11,988.00	\$2,997.00
021A13194	Thomas Claggett ES	2001 Addison Rd S	District Heights	MD	20747- 1564	\$9,862.00	3%	\$10,156.00	\$2,539.00
021A13195	PGCPS - Isaac J Gourdine MS	8700 Allentown Rd	Fort Washington	MD	20744- 2331	\$9,862.00	3%	\$10,156.00	\$2,539.00
021A20032	ROBERT GODDARD MIDDLE SCHOOL	9850 Good Luck Rd	Seabrook	MD	20706- 3350	\$9,862.00	3%	\$10,156.00	\$2,539.00
021A12557	Brandywine ES	14101 Brandywine Rd	Brandywine	MD	20613- 3041	\$3,361.00	3%	\$3,460.00	\$865.00
021A12563	PGCPS Flintstone ES	800 Comanche Dr	Oxon Hill	MD	20745- 1910	\$3,361.00	3%	\$3,460.00	\$865.00
021A12571	PGCPS Scotchtown Hills ES	15950 Dorset Rd	Laurel	MD	20707- 5313	\$3,361.00	3%	\$3,460.00	\$865.00
021A20035	MARLTON ELEMENTARY SCHOOL	8506 Old Colony Dr S	Upper Marlboro	MD	20772- 5099	\$3,361.00	3%	\$3,460.00	\$865.00
021A20039	BENJAMIN STODDERT MIDDLE SCHOOL	2501 Olson St	Temple Hills	MD	20748- 1601	\$3,361.00	3%	\$3,460.00	\$865.00
022A12596	THOMAS STONE ELEMENTARY SCHOOL	4500 34th St	Mount Rainier	MD	20712- 1600	\$3,361.00	3%	\$3,460.00	\$865.00
022A12668	MAGNOLIA ELEMENTARY SCHOOL	8400 Nightingale Dr	Lanham	MD	20706- 3929	\$3,361.00	3%	\$3,460.00	\$865.00
						\$79,301.00	2.97%	\$81,660.00	\$20,415.00