



**Office of Purchasing and Supply Services
Louis Wilson, Sr. Facilities Administration Building
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772
Tel: 301-952-6560 Fax: 301-952-6605**

CONTRACT AMENDMENT No. 1

November 17, 2021

**Constellation New Energy
5001 Forbes Blvd., Suite H
Lanham, MD 20706
Tel.: 301.955.3681
Contact: Faustino Baysic
Email: Faustino.Baysic@constellation.com**

**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 **Constellation New Energy** 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 for one year under the contract renewal term through **December 1, 2021 – November 30, 2022**.
 - C. Incorporate Price list in attachment B
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:

 _____
EST) Dec 23, 2021

 _____
keith.stewart@pgcps.org keith.stewart@pgcps.org (Dec 23, 2021 09:34 EST) Dec 23, 2021

SIGNATURE DATE

SIGNATURE DATE

NAME

Keith Stewart
NAME:

TITLE

Director, Purchasing & Supply Services
TITLE

FIRM

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. 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.

RFP 014-18
Contract Amendment No. 1
ATTACHMENT B

CONTRACT PRICING

Location	Manufacturer	Type	Preventative Maintenance Monthly Cost to Service Chiller and Cooling Tower	Annual Winter Maintenance	Total Cost
Rosaryville ES	McQuay	Air Cooled	\$ 1,389.00	\$ 4,557.00	\$ 5,946.00
Ernest Everett Just MS	Trane	Water Cooled, Chiller 1	\$ 7,416.00	\$ 10,812.00	\$ 18,228.00
	Trane	Air Cooled YEAR ROUND CHILLER 2			
Hillcrest Heights ES	Trane	Air Cooled	\$ 1,389.00	\$ 4,557.00	\$ 5,946.00
Longfields ES	Trane	Water Cooled	\$ 7,479.00	\$ 7,971.00	\$ 15,450.00
Penywood ES	Trane	Air Cooled	\$ 1,389.00	\$ 4,557.00	\$ 5,946.00
Benjamin Tasker MS	York	Water Cooled	\$ 7,479.00	\$ 7,971.00	\$ 15,450.00
Capital Heights ES	York	Air Cooled	\$ 1,389.00	\$ 4,557.00	\$ 5,946.00
Cesar Chavez ES	York	Air Cooled	\$ 1,389.00	\$ 4,557.00	\$ 5,946.00
John E. Howard ES	York	Air Cooled, Chiller 1	\$ 1,392.00	\$ 8,292.00	\$ 9,684.00
	York	Air Cooled, Chiller 2			
Kenmoor MS	York	Water Cooled	\$ 7,479.00	\$ 7,971.00	\$ 15,450.00
Laurel ES	York	Air Cooled	\$ 1,389.00	\$ 4,557.00	\$ 5,946.00
Laurel HS	York	Water Cooled	\$ 7,479.00	\$ 7,971.00	\$ 15,450.00
Oxon Hill ES	York	Water Cooled	\$ 7,479.00	\$ 7,971.00	\$ 15,450.00
Thomas Johnson MS	York	Water Cooled	\$ 7,479.00	\$ 7,971.00	\$ 15,450.00
Total Annual Contract Value					\$ 156,288.00

Priority Pricing

	Priority 1	Priority II	Priority III
Response Time Within	2 Hours	4-6 Hours	24 Hours
Hourly Rate	\$105.00	\$105.00	\$105.00
After Hours Rate	\$157.00	\$157.00	N/A

Additional Pricing

Test	Cost Per Test
Legionella	\$320.00
Eddy Current	\$1,640.00