



PURCHASING AND SUPPLY SERVICES

Keith Stewart, Director | keith.stewart@pgcps.org
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952-6560

CONTRACT AMENDMENT No. 3

April 28, 2022

Modern Door and Equipment Sales, Inc.
4301 Charles Crossing Drive
White Plains, MD 20695
Tel No.: 301.843.5255
Contact: Henry Pierce
Email: hpierce@moderndoor.com

Buyer: Donna Parks/DF
Telephone: 301.952.6567
Fax: 301.952.6605
Email: donna.parks@pgcps.org

Subject: Montgomery County Public Schools Rider Contract No. 9018.7, Operable Wall System Preventive Maintenance

This Contract Amendment (the "Contract Amendment") is made by the Board of Education of Prince George's County and **Modern Door and Equipment Sales, Inc.** 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. The Agreement is amended to reflect price increase and to extend the current contract for one year under the contract renewal term **through April 21, 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.

Contract Pricing Page

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:

[Redacted Signature]

May 31, 2022

SIGNATURE

DATE

Henry Pierce

NAME

Manager Service Department

TITLE

Modern Door & Equipment Sales Inc.

FIRM

FOR THE BOARD OF EDUCATION:

[Redacted Signature]

Jul 15, 2022

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 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.

Contract Price

Item Description		Modern Door	
		Modernfold	
Manufacturer		Modernfold	
		Regular	Overtime
OPERATIVE WALL SYSTEM INSPECTION	Each	\$ 1,440.00	\$ 2,080.00
MECHANIC LABOR RATE SHALL BE PAID ON THE BASIS OF TIME ON THE JOB	Per Hour	\$ 90.00	\$ 130.00
HELPER LABOR RATE DHALL BE PAID ON THE BASIS OF TIME ON THE JOB	Per Hour	\$ 80.00	\$ 125.00
MATERIAL /PARTS COST PLUS PERCENT MARK UP			
	Under 999,00	20%	
	Under 4,999	20%	
	Under 9,999	20%	
	10K - 24K	20%	
	25K and over	20%	
		MODERN DOOR AND EQUIPMENT SALES 4301 Charles Crossing Dr. White Plains, MD 20695 Henry Pierce hpierce@moderndoor.com 301-843-7847	