

2020 FEB 11 PM 12:28



Johnna Smarr, Acting Director

Prince George's County Public Schools
Louis Wilson Sr., Facilities Administration Building
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772

NOTICE OF CONTRACT AWARD

January 28, 2020

Air Tech Refrigeration and Mechanical Contractors, Inc.
404 Bowleys Quarters Road
Baltimore, MD 21220
Contact: Chrissy McGee
Email: clgmgee@aol.com

Ann Harrison
Phone: 301.952.8419
Fax: 301.952.6605
Email: ann.harrison@pgcps.org

SUBJECT: Rider Contract JMI -619-17-001 Preventive Maintenance and Repair of Refrigeration Equipment

Air Tech Refrigeration and Mechanical Contractors, Inc. has been selected as the vendor to provide services in accordance with the above-mentioned **Rider Agreement with Baltimore County Public School System, JMI 619-17-001**. This contract sets-forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered by Purchasing Department to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

Until the contract is signed by **Air Tech Refrigeration and Mechanical Contractors, Inc.** and the BOARD, authorization for commence to service sites on behalf of the contract is forbidden. Please sign below and return all documents to the PURCHASING OFFICE within Ten (10) business days. Failure to sign the contract award and return all required documents within the specified time, shall rule your offer null and void and, therefore, award shall be made to the next low responsive bidder.

PERFORMANCE/PAYMENT BOND – N/A

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of **\$0.00** made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983**, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD WITHIN TEN (10) DAYS.

The bond, cashiers or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

CONTRACT TERM

The term of the contract will be from date of award until June 30, 2022.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

\$50,000.00

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Commence service/work/deliveries only after receipt of a **Purchase Order** signed by the Purchasing Agent.

INSURANCE

A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD within ten (10) business days. The certificate should reference the Solicitation Number as shown herein. It will be the responsibility of the contractor to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

The successful Awardee accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the solicitation documents.

AVAILABILITY OF FUNDS

The contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

Employees Having Direct Contact with and/or Uncontrolled Access to Students:

- A. Any and all current and future employees of the Vendor who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George's County Department of Social Services, and complete the SafeSchools training module – *Prince George's County Child Abuse: Mandatory Reporting* and any other required training as appropriate.
- B. All background checks must be completed 15 business days prior to beginning work in and around PGCCPS property or engaging in any authorized activities involved PGCCPS students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCCPS satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCCPS until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through SafeSchools.
- C. Prior to initiating any work at a school building, current and future employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and instructors of the Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.

RESTRICTIONS ON EMPLOYEE ASSIGNMENTS

Vendors are prohibited from assigning the following persons from working at a PGCCPS location:

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offense under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal Law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- C. Individuals identified as an alleged abuse or neglect following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

VENDOR RESPONSIBILITIES

- A. The Vendor agrees to provide the designated PGCPS representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:
 - i. title of the project
 - ii. school/office
 - iii. solicitation number
 - iv. contract number; and
 - v. PGCPS representative/project manager

PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information includes any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.


Notice of Award
Rider: BCPS Contract JMI-619-17-001

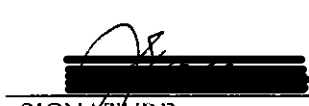
This notice of award, plus the solicitation, your offer and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to BCPS Contract JMI-619-17-001 for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:



 SIGNATURE _____ DATE 2/14/20
Daniel Utter
 NAME _____
President
 TITLE _____
Air Tech Refrigeration and Mechanical
 FIRM _____
Contractors, Inc.


 SIGNATURE _____ DATE 2/19/2020
Johnna Smarr
 NAME: _____
Acting Director, Purchasing & Supply Services
 TITLE _____

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

 SIGNATURE _____ DATE _____
Mark Fossett
 NAME: _____
Associate Superintendent for Supporting Services
 TITLE _____

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


 SIGNATURE _____ DATE 2/19/2020
Barry Stanton
 NAME: _____
Chief Operating Officer
 TITLE _____

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

CONTRACT PRICING

ITEM 1 GROUP: HOURLY LABOR RATES		
Item 1A	Regular Hourly Labor Rate for one (1) Factory Certified Technician	\$75.00
Item 1B	Regular Hourly Labor Rate-Off Hours for one (1) Factory Certified Technician	\$112.50
Item 1C	Emergency Hourly Labor Rate for one (1) Factory Certified Technician	\$112.50
ITEM 2 GROUP: PREVENTATIVE MAIN (PM) SERVICE COSTS		
Item 2A	Cost per individual site visit an any Elementary School	\$129.00
Item 2B	Cost per individual site visit at any Secondary School (Middle or High)	\$192.00
ITEM 3: GROUP REFRIGERATION EQUIPMENT, PARTS AND ACCESSORIES		
Item 3A	Provide "percentage off list" discount pricing for Bally	25%
Item 3B	Provide "percentage off list" discount pricing for Beverage-Air Corporation	25%
Item 3C	Provide "percentage off list" discount pricing for Continental Refrigerator	25%
Item 3D	Provide "percentage off list" discount pricing for Delfield	25%
Item 3E	Provide "percentage off list" discount pricing for Harford Systems Inc	25%
Item 3F	Provide "percentage off list" discount pricing for In-Line Milk Coolers	25%
Item 3G	Provide "percentage off list" discount pricing for Kelvinator Commercial	25%
Item 3H	Provide "percentage off list" discount pricing for LTI, Inc.	25%
Item 3I	Provide "percentage off list" discount pricing for McCall	25%
Item 3J	Provide "percentage off List" discount pricing for Nor-Lake Inc	
Item 3K	Provide "percentage off list" discount pricing for Silver King	25%
Item 3L	Provide "percentage off list" discount pricing for Traulsen	25%
Item3M	Provide "percentage off list" discount pricing for Victory Reprigeration	25%

ITEM 4 GROUP: REFRIGERATION SUPPLIES		
Item 4A	FREON, R22 per pound-provide and install	\$40.00
Item 4B	FREON, R134A per pound-provide and install	\$30.00
Item 4C	FREON, R404A, per pound-provide and install	\$25.00
Item 4D	FREON, R414B, per pound-provide and install	\$50.00
Item 4E	Provide discount pricing for FREON products, % off list	25%