

Keith Stewart, 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 PGCPS DBS020-23 RIDER: BCPS LL-419-22-001

September 2, 2022

Air Tech Refrigeration and Mechanical Contractors, Inc.
404 Bowleys Quarters Road
Baltimore, Maryland 21220
Contact: Daniel Utter
Phone: 410.610.3466
Email: airtchmc@aol.com

Eyvette Wright
Telephone: 301.952.6571
Fax: 301.952.6605
Email: Eyvette.Wright@PGCPS.org

SUBJECT: BCPS LL-419-22-01, Preventive Maintenance and Repair of Refrigeration for PGCPS Facilities

Air Tech Refrigeration and Mechanical Contractors, Inc. has been selected as the vendor to provide services to Prince George's County Public Schools (PGCPS) in accordance with the above-mentioned contract, BCPS LL-419-22-001. 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 responsible cost. This contract is for the convenience of the Board and is considered by the Board 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.

Failure to sign the contract award via ADOBE 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.

Until the contract is fully executed and a Purchase Order is issued or a Notice to Proceed (NTP) is issued by the Department of Purchasing and Supply Services, authorization for mobilization or commencement of work is forbidden.

iSUPPLIER REGISTRATION

All vendors must be registered in iSupplier in order to conduct business with PGCPS. Vendors must provide an electronic copy of the PGCPS Registration Approval Notice within two (2) days of providing the vendor signed Notice of Award. Email should be sent to the list of recipients from the electronic request. If your company is not properly registered as a vendor, PGCPS will not sign the contract. Further, failure to register in iSupplier within the time period specified, shall rule your offer null and void. PGCPS reserves the right to rescind the award notice issued in favor of your company and award the contract to the next lowest responsive bidder.

PERFORMANCE/PAYMENT BOND – Not Applicable for This Notice of Award

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,**

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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.**

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 within 5 (five) 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.

CONTRACT AWARD ESTIMATED AMOUNT

The amount of award is not to exceed **\$100,000.00**

CONTRACT TRAVEL CHARGE

A flat travel cost of \$90.00 will be applied per service call. If there are multiple service requests at the same school or a separate service request is within a 5-mile radius of the initial school being serviced, PGCPS will only be charged one (1) flat travel cost of \$90.00.

CONTRACT TERM

The term of the contract will be effective from date of full execution until **September 3, 2023**.

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Authorization to commence service/work/deliveries **may** be given prior to receipt of purchase order due to the Emergency. If a *Notice to Proceed* has not been issued, work shall not commence until receipt of a **Purchase Order** signed by the Purchasing Agent.

OPTION TO RENEW CONTRACT

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall not exceed available renewal options under **BCPS LL-419-22-001**

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 proposal document(s).

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 Students:

- a. Any and all current and future employees of Consultant 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 PGCPS property or engaging in any authorized activities involved PGCPS students. The background

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checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPS satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCPS 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 of Consultant must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- d. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a service to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. Consultant shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.

CRIMINAL BACKGROUND CHECKS

GENERAL PROVISIONS

- a. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified below.
- b. Executed task orders related to this contract will not be issued by the PGCPS Purchasing Department until proof has been provided that the background check and training requirements have been completed.

RESTRICTIONS ON EMPLOYEE ASSIGNMENTS

Vendors are prohibited from assigning the following persons from working at a PGCPS 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 offence 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 or 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

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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.

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.

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.

In the event Partner's services must be provided at a PGCPS site (not virtually):

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

LAWS AND PERMITS

The contractor shall, without additional cost to the BOARD, be responsible for paying for and obtaining any necessary licenses, inspections and permits for complying with any and all FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS, in connection with the performance of the work. Laws of the STATE OF MARYLAND and PRINCE GEORGE'S COUNTY shall govern the contract.

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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 LL-419-22-001** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

Daniel Utter

Daniel Utter (Sep 6, 2022 12:23 EDT)

Sep 6, 2022

SIGNATURE

DATE

Daniel Utter

NAME

President

TITLE

Air Tech Refrigeration and Mechanical Contractors, Inc.

FIRM

FOR THE BOARD OF EDUCATION:

Keith Stewart

keith.stewart@pgcps.org keith.stewart@pgcps.org (Sep 7, 2022 10:18 EDT)

Sep 7, 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

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VENDOR CONTRACT PRICING
See attached

PRICE PROPOSAL PAGES

EXHIBIT A

ITEM GROUP 1: HOURLY LABOR RATES

ITEM 1A: "REGULAR HOURLY LABOR RATE" for one (1) Certified Technician

ITEM 1A BID: \$ 75.00 (IN DOLLARS)

ITEM 1A BID: Seventy five dollars (IN WRITING)

ITEM 1B: "REGULAR HOURLY LABOR RATE – OFF HOURS" for one (1) Certified Technician

ITEM 1B BID: \$ 112.50 (IN DOLLARS)

ITEM 1B BID: One hundred twelve dollars & fifty cents (IN WRITING)

ITEM 1C: "EMERGENCY HOURLY LABOR RATE" for one (1) Certified Technician

ITEM 1C BID: \$ 112.50 (IN DOLLARS)

ITEM 1C BID: One hundred twelve dollars & fifty cents (IN WRITING)

ITEM GROUP 2: PREVENTATIVE MAINTENANCE (PM) SERVICE COSTS

ITEM 2A: COST PER INDIVIDUAL SITE VISIT AT ANY ELEMENTARY SCHOOL


ITEM 2A BID: \$ 129.00 (IN DOLLARS)

ITEM 2A BID: One hundred twenty nine dollars (IN WRITING)

ITEM 2B: COST PER INDIVIDUAL SITE VISIT AT ANY SECONDARY SCHOOL (MIDDLE/HIGH)

ITEM 2B BID: \$ 192.00 (IN DOLLARS)

ITEM 2B BID: One hundred ninety two dollars (IN WRITING)


(Signature of Bidder) 2/25/2022
(Date)

PRICE PROPOSAL PAGES

ITEM GROUP 3: REFRIGERATION EQUIPMENT, PARTS AND ACCESSORIES

ITEM 3A: Provide "percentage off list" discount pricing for Bally:

ITEM 3A BID: 25 % off list

ITEM 3B: Provide "percentage off list" discount pricing for Beverage-Air Corporation:

ITEM 3B BID: 25 % off list

ITEM 3C: Provide "percentage off list" discount pricing for Continental Refrigerator:

ITEM 3C BID: 25 % off list

ITEM 3D: Provide "percentage off list" discount pricing for Delfield:

ITEM 3D BID: 25 % off list

ITEM 3E: Provide "percentage off list" discount pricing for Harford Systems Inc.:

ITEM 3E BID: 25 % off list

ITEM 3F: Provide "percentage off list" discount pricing for HOSHIZAKI Inc.

ITEM 3F BID: 25 % off list

ITEM 3G: Provide "percentage off list" discount pricing for In-Line Milk Coolers:

ITEM 3G BID: 25 % off list

ITEM 3H: Provide "percentage off list" discount pricing for Kelvinator Commercial:

ITEM 3H BID: 25 % off list

ITEM 3I: Provide "percentage off list" discount pricing for LTI, INC.:

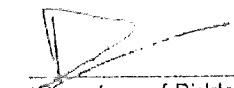
ITEM 3I BID: 25 % off list

ITEM 3J: Provide "percentage off list" discount pricing for McCall:

ITEM 3J BID: 25 % off list

ITEM 3K: Provide "percentage off list" discount pricing for Nor-Lake, Inc.

ITEM 3K BID: 25 % off list



(Signature of Bidder)

2/25/2022
(Date)

PRICE PROPOSAL PAGES

ITEM GROUP 3 (CONTINUED): REFRIGERATION EQUIPMENT, PARTS AND ACCESSORIES

ITEM 3L: Provide "percentage off list" discount pricing for Silver King:

ITEM 3L BID: 25 % off list

ITEM 3M: Provide "percentage off list" discount pricing for Structural Concepts:

ITEM 3M BID: 25 % off list

ITEM 3N: Provide "percentage off list" discount pricing for Thermal Rite:

ITEM 3N BID: 25 % off list

ITEM 3O: Provide "percentage off list" discount pricing for Traulsen:

ITEM 3O BID: 25 % off list

ITEM 3P: Provide "percentage off list" discount pricing for Victory Refrigeration:

ITEM 3P BID: 25 % off list

ITEM GROUP 4: REFRIGERATION SUPPLIES

ITEM 4A: FREON, R22; PER POUND – PROVIDE AND INSTALL.

ITEM 4A BASE BID: \$ 75.00 (IN DOLLARS)

ITEM 4A BASE BID: seventy five dollars (IN WRITING)

ITEM 4B: FREON, R134A; PER POUND – PROVIDE AND INSTALL.


ITEM 4B BASE BID: \$ 40.00 (IN DOLLARS)

ITEM 4B BASE BID: Forty dollars (IN WRITING)

ITEM 4C: FREON, R404A; PER POUND – PROVIDE AND INSTALL.

ITEM 4C BASE BID: \$ 40.00 (IN DOLLARS)

ITEM 4C BASE BID: Forty dollars (IN WRITING)


(Signature of Bidder)

2/25/2022
(Date)

PRICE PROPOSAL PAGES

ITEM GROUP 4 (CONTINUED): REFRIGERATION SUPPLIES

ITEM 4D: FREON, R417C; PER POUND – PROVIDE AND INSTALL:

ITEM 4D BASE BID: \$ 50.00 (IN DOLLARS)

ITEM 4D BASE BID: Fifty dollars (IN WRITING)

ITEM 4E: FREON, R407A; PER POUND – PROVIDE AND INSTALL.


ITEM 4E BASE BID: \$ 40.00 (IN DOLLARS)

ITEM 4E BASE BID: Forty dollars (IN WRITING)

ITEM 4F: FREON, R290; PER POUND – PROVIDE AND INSTALL.

ITEM 4F BASE BID: \$ 15.00 per ounce (not sold in pounds) (IN DOLLARS)

ITEM 4F BASE BID: Fifteen dollars per ounce (not sold in pounds) (IN WRITING)

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(Signature of Bidder) 2/25/2022
(Date)