



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

August 25, 2021

Hot & Cold Corporation
7331 Old Alexandria Ferry Road
Clinton, MD 20705
Contact: Muhammad Haneef
Phone: (301) 868-2600
Email: officemanager@hotcoldcorporation.com

Francine Morris
Telephone: 301.952.6560
Fax: 301.952.6605
Email: pg_francine.morris@pgcps.org

SUBJECT: IFB 027-21 Repair Service for all Hot & Cold Large Kitchen Equipment

Hot & Cold Corporation has been selected as the vendor to provide services in accordance with the above-mentioned **IFB 027-21**. 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 **Hot & Cold Corporation** 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.**

INITIAL CONTRACT TERM

The initial term of the contract will be for the following contracted period this contract shall be three (3) years from the date of award. Prices shall remain firm for the entire initial term of the contract. Prices shall remain firm for the initial term of the contract.

This contract is effective September 25, 2021

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 two (2) additional one (1) year periods end date August 31, 2024

CONTRACT TERM:

This Contract is effective from September 1, 2021 through August 31, 2024

- The estimated amount of award: See Contract Pricing

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 PGCPs property or engaging in any authorized activities involved PGCPs students. The background 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, 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.
- D. Pursuant to Md. Education Code Ann. 6-113.2 (Code), a contractor of a Board of Education who provides a services 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 screening, and shall make such records available to PGCPs upon request.

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 neglecter 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.

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 **IFB 027-21** for all applicable terms and conditions.

ACCEPTED BY:

HOT & COLD CORPORATION

FOR THE BOARD OF EDUCATION:

[Redacted Signature]

[Redacted Signature]

keith.stewart@pgcps.org keith.stewart@pgcps.org (Sep 29, 2021 11:13 EDT) Sep 29, 2021

SIGNATURE

DATE:

SIGNATURE

DATE:

Sana Hanceef

Keith Stewart

NAME

NAME:

COO

Director, Purchasing & Supply Services

TITLE

TITLE

Hot & Cold Corporation

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

IFB: 027-21 Repair Service for All Hot & Cold Large Kitchen Equipment
 Buyer: Francine Morris Opens: 06.22.21 @2PM

Hot & Cold, LLC - Bidder #3 (EMMA)

No.	DESCRIPTION	No.	DESCRIPTION	LABOR RATE, NORMAL	Labor Rate Overtime	Unit	EST. Quantity
1	Combo Oven-Gas and Electric (Rational, Cleveland, Unox)	1	Combo Oven-Gas and Electric (Rational, Cleveland, Unox)	\$137.00	\$205.50	Each	Note: These columns are not applicable at this time as we cannot estimate in advance exactly how long
2	Convection Oven-Gas and Electric (Blodgett, Garland)	2	Convection Oven-Gas and Electric (Blodgett, Garland)	\$137.00	\$205.50	Each	
3	2 Compartment Steamer-Gas and Electric (Cleveland)	3	2 Compartment Steamer-Gas and Electric (Cleveland)	\$137.00	\$205.50	Each	
4	Range-Gas and Electric (Blodgett, Garland)	4	Range-Gas and Electric (Blodgett, Garland)	\$137.00	\$205.50	Each	
5	Food Warming Cabinet (Metro, Beverage Air)	5	Food Warming Cabinet (Metro, Beverage Air)	\$137.00	\$205.50	Each	
6	Hot Food Counter (Delfield)	6	Hot Food Counter (Delfield)	\$137.00	\$205.50	Each	
7	Steam Jacketed Kettle-Electric (Cleveland, Blodgett)	7	Steam Jacketed Kettle-Electric (Cleveland, Blodgett)	\$137.00	\$205.50	Each	
8	Tilt Skillet-Gas	8	Tilt Skillet-Gas	\$137.00	\$205.50	Each	
9	Walk-in Freezer (Kolpak, Thermador, Bally)	9	Walk-in Freezer (Kolpak, Thermador, Bally)	\$167.00	\$250.50	Each	
10	Walk-in Refrigerator (Kolpak, Thermador, Bally)	10	Walk-in Refrigerator (Kolpak, Thermador, Bally)	\$167.00	\$250.50	Each	
11	Reach-in Freezer (Traulsen, Delfield, Hoshizaki, Victory, Randell, Hobart)	11	Reach-in Freezer (Traulsen, Delfield, Hoshizaki, Victory, Randell, Hobart)	\$167.00	\$250.50	Each	
12	Reach-in Refrigerator (Traulsen, Delfield, Hoshizaki, Victory, Randell, Hobart)	12	Reach-in Refrigerator (Traulsen, Delfield, Hoshizaki, Victory, Randell, Hobart)	\$167.00	\$250.50	Each	
13	Milk Cooler (Continental, Beverage Air)	13	Milk Cooler (Continental, Beverage Air)	\$167.00	\$250.50	Each	
14	Frost Top Food Counter (Delfield)	14	Frost Top Food Counter (Delfield)	\$167.00	\$250.50	Each	
15	TOTAL:	15	TOTAL:	\$2,098.00	\$3,147.00		
	<u>PARTS FOR EQUIPMENT: Not exceed the amount of \$6,000.00</u>		<u>PARTS FOR EQUIPMENT: Not exceed the amount of \$6,000.00</u>				

\$117.00	\$468.00	13	Milk Cooler (Continental, Beverage Air)	\$167.00	\$250.50	Each
\$117.00	\$468.00	14	Frost Top Food Counter (Delfield)	\$167.00	\$250.50	Each
\$1,638.00	\$20,808.45	15	TOTAL:	\$2,098.00	\$3,147.00	
<u>PARTS FOR EQUIPMENT: Not exceed the amount of \$6,000.00</u>						