



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 EMERGENCY REQUEST

October 19, 2022

Havtech Parts Division, LLC
9505 Berger Road
Columbia, Maryland 21046
Phone: 240.568.0960
Email: bleconte@havtech.com

Eyvette L. Wright
Telephone: 301.952.6571
Fax: 301.952.6605
Email: eyvette.wright@pgcps.com

SUBJECT: DBS028-23 - Emergency Request – Rooftop Air Handlers - Bowie Performing Arts Ctr

Havtech Parts Division, LLC has been selected as the vendor to provide services in accordance with the above-mentioned **DBS028-23 Emergency Request**. 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.

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Authorization for mobilization or commencement of work is forbidden unless a notice to proceed (NTP) has been issued due to the Emergency. If a Notice to Proceed has not been issued, work shall not commence until vendor is in receipt of a Purchase Order signed by the Purchasing Agent

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, 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 \$36,405.70

CONTRACT TERM

This is a completion contract. The contract term is through completion of the project or **January 30, 2023**, whichever occurs first.

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 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. 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
- c. 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 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.

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, subcontractor, or employee of Partner (referred to herein as “Partner’s staff”), hereby acknowledge that while current events related to the Covid-19 pandemic are known, future impacts of the outbreak are unforeseeable. The Partner’s staff shall prepare and adjust requirements for COVID upon notification as directed by the BOARD based on CDC recommendations.

Unless otherwise stated and to the extent possible:

- i. Partner’s Staff shall be required to submit a list or other documentation of all Partner’s staff who tested positive 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 PGCPS facility is open by close of business. This requirement shall continue during the term of this Contract.
- ii. Partner’s Staff shall be required to wear a mask at all times to minimize risk while at a PGCPS facility or engaging with PGCPS staff.
- iii. PGCPS will not be responsible for testing Partner’s staff.

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.

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 **DBS028-23 Emergency Request** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

Dale D. McCormick

Dale D. McCormick (Oct 21, 2022 13:46 EDT)

SIGNATURE

DATE

Dale D. McCormick

NAME

CFO

TITLE

Havtech Parts Division, LLC

FIRM

FOR THE BOARD OF EDUCATION:

Keith Stewart

keith.stewart@pgcps.org keith.stewart@pgcps.org (Oct 23, 2022 21:18 EDT)

SIGNATURE

DATE

Keith Stewart

NAME:

Director, Purchasing & Supply Services

TITLE

FOR THE BOARD OF EDUCATION

OF PRINCE GEORGE'S COUNTY

UPPER MARLBORO, MARYLAND 20772

**DBS028-23 - Emergency Request
Emergency Request – Bowie Performing Arts Ctr**

VENDOR CONTRACT PRICING

***See attached*

COLUMBIA, MD 240-568-0960
 CAPITAL HEIGHTS, MD 240-547-0287
 SEWICKLEY, PA 412-468-0134

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 Quote Q-0000033642
 Date 10/13/2022

Havtech Commercial Distribution *DDM*
 9505 Berger Road
 Columbia MD 21046

Bill To: PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS
 13300 Old Marlboro Pike
 ATTACH COVER LETTER & EMAIL
 UPPER MARLBORO MD 20772

Ship To: PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS
 13300 Old Marlboro Pike
 ATTACH COVER LETTER & EMAIL
 UPPER MARLBORO MD 20772

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date
	PRIN002	PARTS HT	BEST WAY	Net 30	0/0/0000
Item Number	Description	UOM	Quantity	Unit Price	Ext. Price
098322523	HT-EXCH 080/100 LGE CAB	EACH	2	\$14,699.00	\$29,398.00
098322502	HT-EXCH 032/040 SML CAB	EACH	1	\$7,007.70	\$7,007.70

*** Quote excludes sales tax and freight - amounts to be calculated at time of invoicing ***
 *** Quote valid for 30 days from date ***

Subtotal \$36,405.70

Return Policy:

Parts shipped from Havtech stock may be returned within 30 days without a restocking fee if new and unused. After 30 days a 25% restocking fee will apply. Parts may not be returned after 90 days. Parts shipped directly from the manufacturer are subject to the manufacturer's return policy.

Invoices for \$3,000 or more paid with a credit card are subject to a 3% surcharge.

COLUMBIA, MD 240-568-0960
CAPITAL HEIGHTS, MD 240-547-0287
SEWICKLEY, PA 412-468-0134

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Quote Q-0000033642
Date 10/13/2022

**HAVTECH Parts Division, LLC
TERMS AND CONDITIONS OF SALE
HEATING AND AIR CONDITIONING PARTS AND EQUIPMENT**

COMPANY: The "Company" as used herein shall mean HAVTECH Parts Division LLC.

QUOTED ITEMS: The above quote does NOT include items that are not specifically quoted. It is the responsibility of the Purchaser to verify accuracy of products listed, counts or quantities listed, accessories needed, and specifications of product including voltages.

TERMS OF PAYMENT: Terms of payment are subject at all times to prior approval by the Company's credit department. Unless otherwise required by the Company's credit department, payment is due upon tender of delivery. If at any time the financial condition of the Purchaser or other circumstances affecting the credit decision, in the Company's opinion, does not justify continuance of production of products or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by Company including but not limited to collection agency fees, attorney fees and court costs. Past due amounts shall bear interest at the highest rate allowed by law.

PRICE POLICY: Prices of the goods may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices or increases in labor and material cost.

SHIPPING TERMS: All shipments are F.O.B. factory or F.O.B. Company. Title and risk of loss or damage to Goods will pass to Purchaser upon tender of delivery of the Goods to the carrier at the manufacturer's factory or Company's stock or warehouse. Freight charges are included if so quoted. Shipments will be made via a low cost common carrier; charges for special carrier services requested by the Purchaser shall be paid by the Purchaser. The Company may ship the Goods in one or more lots.

CLAIMS: The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchasers risk, any claims for damage or shortage, in transit must, be filed by Purchaser against carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by Company's bill of lading and factory order numbers.

TAXES: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto.

CANCELLATIONS: Orders that are being filled out of Company inventory may be cancelled without charge, provided Company receives written notice of cancellation prior to tender of delivery. After tender of delivery, requests for cancellation shall be subject to the "Returned Goods" clause below. Orders that are being filled by specific Company purchase may be cancelled only if, as and when allowed by the seller.

SHIPMENT & DELIVERY DATES: Any stated shipment and/or delivery dates are estimates only and not guaranteed. In no event will Company be liable for any damages or expenses caused by delays in shipment and/or delivery.

SPECIAL ORDERS: Special orders and/or configured orders are non-cancellable and non-returnable.

PRODUCT CHANGES: In the interest of continuous product improvements, the Company reserves the right to change specification and/or design without incurring obligation.

RETURNED GOODS: Goods normally carried in stock may be returned provided they are in new condition and in the original packaging. Goods that have been installed or are not in the original packaging are not returnable. Special order parts not returnable to the manufacturer may not be returned. All returns are subject to a 20% restocking and handling fee.

SUPPORTING DOCUMENTS: Submittals and O&M manuals shall be submitted in electronic format upon request; no hard copies will be submitted.

DISCLAIMER OF WARRANTY: It is understood and agreed that: (a) Company is an independent distributor and not the manufacturer of the Goods it sells; (b) the only warranties for the Goods are those of the manufacturers of the Goods, which Company agrees to assign to Purchaser; and (c) Company has no independent obligation or liability arising from the manufacturers' warranties. **COMPANY HAS NOT MADE AND HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES CONCERNING OR RELATED TO THE DESIGN OR CONDITION OF ANY GOODS, THEIR MERCHANTABILITY, AND/OR FITNESS FOR ANY PARTICULAR PURPOSE.** Purchaser is responsible for fulfilling all manufacturer requirements regarding warranty claims, including but not limited to returning the allegedly defective part, advance payment for replacement parts pending evaluation of warranty liability, and payment of shipping costs.

LIMITATION OF LIABILITY: COMPANY'S LIABILITY TO PURCHASER FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR ANY GOODS FURNISHED, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE GOODS.

TERMS OF SALE: Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form of purchase; all such additional or conflicting terms and conditions are hereby rejected by the Company. No waiver alteration or modification of the foregoing terms and conditions shall be valid unless made in writing and signed by a corporate officer of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specification requirements of any project.

Emergency Request - Heat Exchangers at Bowie Performing Arts Center

Final Audit Report

2022-10-24

Created:	2022-10-19
By:	eyvette.wright@pgcps.org eyvette.wright@pgcps.org (eyvette.wright@pgcps.org)
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"Emergency Request - Heat Exchangers at Bowie Performing Arts Center" History

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 Signer bleconte@havtech.com entered name at signing as Dale D. McCormick
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 Document e-signed by Dale D. McCormick (bleconte@havtech.com)
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 Agreement completed.
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