




## PURCHASING AND SUPPLY SERVICES

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

### NOTICE OF CONTRACT AWARD

April 25, 2023

**Hot and Cold Corporation**  
7331 Old Alexandria Ferry Road  
Clinton, MD 20735  
Attention: Muhammed Haneef  
Phone: 301.868.2600  
Email: [officemanager@hotcoldcorporation.com](mailto:officemanager@hotcoldcorporation.com)

**Eyvette L. Wright**   
Procurement Supervisor (Apr 28, 2023 11:47 EDT)  
Telephone: 301.952.6571  
Fax: 301.952.6605  
Email: [eyvette.wright@pgcps.com](mailto:eyvette.wright@pgcps.com)

**SUBJECT: Rider Prince George's County Government # 4400002852, HVAC Repairs, Equipment Replacement, Alterations & Equipment Installation at Multiple Prince George's County Schools**

**Hot and Cold Corporation** has been selected as the vendor to provide services to Prince George's County Public Schools (PGCPS) in accordance with the above-mentioned **Rider #4400002852 under PGCPS Contract DBS062-23 at Oxon Hill Elementary, Benjamin Foulois Creative and Performing Arts Academy, and Chapel Forge ES**. 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 HVAC installation 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. 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. The iSupplier registration link is as follows: <https://www.pgcps.org/offices/purchasing/isupplier>  
Vendors must provide their iSupplier Number at the time **Notice of Award is signed**. If your company is not properly registered as a vendor, PGCPS will not sign the contract. Further, failure to register in iSupplier 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.

**Notice of Award**  
Prince George's County Rider #4400002852  
**PGCPS DBS062-23**

**PERFORMANCE/PAYMENT BOND** – A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check for **each** installation project in the amount totaling the quoted cost of each project should be 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 **before the Notice of Award is fully executed**.

**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 AMOUNT**

**The amount of award for each installation project listed below shall not exceed quoted price.** The quoted price shall be in line with the awarded rates and material discounts as stated under Rider PG County Government contract #440000285.

- Oxon Hill ES                      \$165,000.00      Add Alternate CW Pump                      \$12,500.00
- Chapel Forge ES                      \$262,230.00
- Benjamin Foulois                      \$298,000.00

**CONTRACT TERM**

**This is a completion contract.** The term "completion" is defined as all work has been performed to the requirements quoted under Attachment A, Bid Price and accepted.

**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 following the Rider expiration. The Prince George's County Rider #4400002852 expires on July 8, 2023. The term of renewal shall not exceed available renewal options under Prince George's County Rider #4400002852.

**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.

**FINGERPRINT CRIMINAL HISTORY BACKGROUND CHECKS, CHILD PROTECTIVE SERVICE CLEARANCES, AND SAFE SCHOOLS TRAINING REQUIREMENTS**

- a. Pursuant to [Administrative Procedure 4215](#) - *Criminal History Checks, Employee Self-Reporting of Arrests, Criminal Charges, CPS Investigations and Findings & Incarceration*, any and all Vendors, which includes Independent Contractors, Subcontractors, Outsourced Agency Employees and Outsourced Temporary Staffing, who have uncontrolled access to students must complete a fingerprint criminal history background check, child protective service (CPS) clearance and required online Safe Schools training course(s).

**Notice of Award**  
Prince George's County Rider #4400002852  
**PGCPS DBS062-23**

- b. All fingerprint background checks and CPS clearances must be completed 15 business days prior to beginning work in and around PGCPS property or engaging in any authorized activities involving PGCPS students. The fingerprint background checks and CPS clearances must be completed through Prince George's County Public Schools at one of the authorized locations listed on the PGCPS website (<https://www.pgcps.org/fingerprinting/#service>). **No person may begin working in PGCPS until fingerprint background check results are received.**
- c. Required online Safe Schools training course(s) must be completed before providing contractual services in PGCPS schools and can be accessed through the PGCPS website (<https://www.pgcps.org/offices/compliance/student-safety/required-training-for-contractors>).
- d. Safety Management System (reserved).
- e. 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. The Vendor 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.
- f. Prior to initiating any work at a school building, current and future employees of Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- g. Prior to initiating any work at a school building, the Vendor agrees to provide the designated PGCPS representative and the PGCPS Purchasing Department 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. 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.

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

**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 or following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

**Notice of Award**  
Prince George's County Rider #4400002852  
**PGCPS DBS062-23**

**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.

**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 Prince George's County Rider #4400002852 for all applicable terms and conditions.

ACCEPTED BY:

**FOR THE FIRM:**

*Sana Haneef*

Sana Haneef (Apr 26, 2023 12:31 EDT)

SIGNATURE

DATE

Sana Haneef

NAME

COO

TITLE

Hot & Cold Corporation

FIRM

1513

iSUPPLIER ID #

**FOR THE BOARD OF EDUCATION:**

*Keith Stewart*

keith.stewart@pgcps.org keith.stewart@pgcps.org (Apr 28, 2023 12:15 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

**Notice of Award**  
Prince George's County Rider #4400002852  
**PGCPS DBS062-23**

**ATTACHMENT A**  
**VENDOR CONTRACT PRICING**

# Hot & Cold Corporation

7331 Old Alexandria Ferry Road

Clinton MD. 20735

301-868-2600

2-22-2022

SUBJECT: PGCPDS BENJAMIN FOULOIS CREATIVE AND PERFORMING ARTS ACADEMY K8 270 TON AIR COOLED CHILLER REPLACEMENT.

**Hot and Cold Corporation proposes to furnish all labor and material to complete the following.**

- Cut, cap, and make safe the existing chiller.
- Rig and truck away existing chiller.
- Install (2) new 270-ton chiller with copper tube and bundle heat exchanger.
- Install 4 new butterfly valves.
- New gauges and thermometers on supply and return pipe,
- Clean or replace strainers with factory recommended mesh strainer.
- Furnish new disconnect eighter self-contained or separate.
- Connect to existing controls.
- Insulate all new pipe with 1-1/2" fiberglass insulation and aluminum clad jacket.
- Factory start up included.

**Total Cost:** ..... \$ 298,000.00

**Exclusions:** The following is a list of items not covered or supplied under this proposal and are not limited to the following.

- Hazardous material removal (asbestos)
- Unforeseen problems.
- Permits and Inspections.
- All work to be performed during normal working hours, any worked performed after these hours will be charged @ a premium.

Respectfully Submitted:

**Joe Jordan**

Hot and Cold Corporation

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

# Hot & Cold Corporation

7331 Old Alexandria Ferry Road  
Clinton, Maryland 20735

# Proposal

DATE	Proposal
4/11/2023	CF0411203

Project Name
Chapel Forge ES 12711 Milan Way Bowie, MD 20715

Billing Address
Prince George's County Board of Education 13300 Old Marlboro Pike, Room 13 Upper Marlboro, MD 20772 Attn: Michael Kenney

DESCRIPTION	TOTAL
<p>Thank you for the opportunity to provide a proposal to remove three AHU's and associated condensing units and to provide and install two self-contained roof mounted HVAC units for the following Prince George's County Public School: Chapel Forge ECC 12711 Milan Way Bowie, Maryland 20715</p> <p>The following Units to be included in the removal and installation proposal: AHU #1 – Multi Purpose Room AHU #2 – Main Office Area AHU #3 – Open Hall Area</p>	
<p>Payment is due net 30 days of invoice, no retention allowed. Late payments accrue interest at 18% per year. Customer is responsible for all attorney's fees and court costs incurred by Hot and Cold to collect any amounts owed or enforce any of its rights hereunder.</p>	<b>TOTAL</b>

# Hot & Cold Corporation

7331 Old Alexandria Ferry Road  
Clinton, Maryland 20735

# Proposal

DATE	Proposal
4/11/2023	CF0411203

Project Name
Chapel Forge ES 12711 Milan Way Bowie, MD 20715

Billing Address
Prince George's County Board of Education 13300 Old Marlboro Pike, Room 13 Upper Marlboro, MD 20772 Attn: Michael Kenney

DESCRIPTION	TOTAL
<p>Scope of work:</p> <ul style="list-style-type: none"> <li>- Install Vapor Dust Barrier in mechanical rooms or around AHU's to be removed.</li> <li>- Tag and lock out existing electric to AHU's</li> <li>- Isolate and drain existing coils for AHU removal.</li> <li>- Demo existing AHU's and associated duct work as needed.</li> <li>- Remove all demo equipment and materials from the job site on a daily basis.</li> <li>- Modify equipment pad to accommodate new AHU's.</li> <li>- On ceiling hung AHU provide new spring isolators</li> <li>- Install new Custom Modular Indoor Air Handling units.</li> <li>- Modify existing supply, return, and outside air duct to connect the new AHU's.</li> <li>- Connect new electric to new AHU's.</li> <li>- Install new piping, valves and appertains per manufacturer's recommendation and industry standards.</li> <li>- Provide and mount new DDC damper actuator and linkage on the return / OSA damper.</li> <li>- Mount existing smoke/ fire detectors on the new AHU's.</li> <li>- Insulate duct work and piping per code and industry standards.</li> <li>- Install new p-traps and run to existing drains.</li> <li>- Units to come with Premium EC Motor for optimum energy savings.</li> <li>- Start new AHU's and provide PGCPs with start-up information.</li> <li>- Equipment proposed is Daikin Vision Custom Modular Indoor Air Handling Units.</li> <li>- Upon request from PGCPs, The Hot and Cold Corporation will provide equipment submittals.</li> <li>- 1-year warranty for new RTU's.</li> </ul> <p>Work not included: asbestos removal if needed.</p> <p>Total Cost for the above proposal:</p> <p>Pricing is only good for 30 days.</p>	262,230.00
<p>Payment is due net 30 days of invoice, no retention allowed. Late payments accrue interest at 18% per year. Customer is responsible for all attorney's fees and court costs incurred by Hot and Cold to collect any amounts owed or enforce any of its rights hereunder.</p>	<p><b>TOTAL</b></p> <p>\$262,230.00</p>

SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_



# Hot & Cold Corporation

7331 Old Alexandria Ferry Road

Clinton MD. 20735

301-868-2600

SUBJECT: PGCPS OXON HILL ES COOLING TOWER REPLACEMENT Rev 01

4-18-2023

**Hot and Cold Corporation proposes to furnish all labor and material to complete the following.**

- Cut, cap, and make safe the existing CT.
- Rig and truck away existing CT.
- Install (1) new CT (see below).
- New gauges and thermometers on supply and return pipe as needed

## **[CT-1] Quantity (1) Cooling Tower**

EXACT DIMENSIONAL REPLACEMENT

- CTI/ECC Certified in accordance with CTI Standard 201 RS
- IBC Compliant
- 5-Year Motor & Drive Parts Warranty
- Inverter Duty / VFD Rated Fan Motors
- Type 304 Welded Stainless Steel Basin Section Which Includes the Evapco 5-Year
- External Aluminum "Ship's Type" Ladder(s)
- Ladder Extensions - For Use with Elevated Towers
- Factory Certified Field Start-Up.

## **[CT VFD- 1] Quantity (1)**

(15-HP) Variable Frequency Drive Package - 460/3/60

- EMI/RFI Noise Shielding
- Three Contactor Bypass with Drive-Off-Bypass Switch and Pilot Light
- Main Disconnect Switch - Padlock able, Defeat able Two Position Rotary Switch
- NEMA Type 3R Enclosure for Outdoor Location
- Start Up & Training (1Trip)

## **Pump:**

[P-1 & optional P-2]

Centrifugal Pump(s)

Base Mounted, End Suction Pumps. Coupled to 20 HP, 1800 RPM, 460/3/60, ODP Motors.

Based on 570 GPM @ 85' TDH Each

- Bronze-Fitted Construction (Bronze Impeller)
- Cast Iron (A48-30) Casing with Fabricated Steel Baseplate
- Flexible Coupling, with OSHA Guard
- Carbon Steel Shaft with 304 Stainless Steel Shaft Sleeve
- Mechanical Seal with Carbon Rotating Face and Silicon Carbide Seat (Free Upgrade From Standard Carbon Seal - EXTRA LONG LIFE)
- Field Alignment
- Suction diffuser.
- Triple duty valve

# Hot & Cold Corporation

7331 Old Alexandria Ferry Road

Clinton MD. 20735

301-868-2600

## Miscellaneous:

- Scrape and paint dunnage with at least two coats of rust inhibiting paint if the existing.
- dunnage is reusable.
- Set new cooling tower on vibration isolation rails.
- Modify and connect piping.
- Install new manually operated high performance isolation valves indoors.
- Drain valves will be installed on condenser and make-up water piping indoors between isolation valves and cooling tower for freeze protection of outdoor piping.
- Install new braided steel vibration eliminators.
- Install piping for tower water fill and drain.
- Modify and connect electrical power wiring.
- Install new VFDs and electrical disconnects for the cooling tower.
- Ensure the tower and strainer are clean before startup and balancing.
- Install New CW water treatment system.
- Perform water treatment once the new tower is filled.
- Start, test, and check operations of the cooling tower.
- Install heat trace on CW lines with local readout controls.
- Condenser water system is to be balanced by a TAB contractor via triple duty valves.

**Total Cost:** ..... \$ 165,000.00

**Add alternate 1: Add one additional (1) CW pump for lead lag operation** ..... \$ 12,500.00

**Exclusions:** The following is a list of items not covered or supplied under this proposal and are not limited to the following.

- Hazardous material removal (asbestos)
- Unforeseen problems.
- Permits and Inspections.
- All work to be performed during normal working hours, any work performed after these hours will be charged @ a premium.

Respectfully Submitted:

*Joe Jordan*

Hot and Cold Corporation

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_





# DBS062-23 HVAC Installation Multiple Schools


Final Audit Report

2023-04-28

Created:	2023-04-25
By:	Procurement Supervisor (eyvette.wright@pgcps.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJqrfHaddK3k8r5DrF1Ej5cDIAdJfMxDL

## "DBS062-23 HVAC Installation Multiple Schools" History

-  Document created by eyvette.wright@pgcps.org eyvette.wright@pgcps.org (eyvette.wright@pgcps.org)  
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-  Document emailed to officemanager@hotcoldcorporation.com for signature  
2023-04-25 - 7:00:00 PM GMT
-  Email viewed by officemanager@hotcoldcorporation.com  
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-  Signer officemanager@hotcoldcorporation.com entered name at signing as Sana Haneef  
2023-04-26 - 4:31:47 PM GMT
-  Document e-signed by Sana Haneef (officemanager@hotcoldcorporation.com)  
Signature Date: 2023-04-26 - 4:31:49 PM GMT - Time Source: server
-  Document emailed to eyvette.wright@pgcps.org eyvette.wright@pgcps.org (eyvette.wright@pgcps.org) for signature  
2023-04-26 - 4:31:50 PM GMT
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-  Signer eyvette.wright@pgcps.org eyvette.wright@pgcps.org (eyvette.wright@pgcps.org) entered name at signing as Procurement Supervisor  
2023-04-28 - 3:47:17 PM GMT
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Signature Date: 2023-04-28 - 3:47:19 PM GMT - Time Source: server
-  Document emailed to keith.stewart@pgcps.org keith.stewart@pgcps.org (keith.stewart@pgcps.org) for signature  
2023-04-28 - 3:47:20 PM GMT

 Document e-signed by keith.stewart@pgcps.org keith.stewart@pgcps.org (keith.stewart@pgcps.org)

Signature Date: 2023-04-28 - 4:15:59 PM GMT - Time Source: server

 Agreement completed.

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