



Department of Purchasing

Felicia Strong-Whitaker, Director

REQUEST FOR E-QUOTE NUMBER: 15FB98066C

PROJECT TITLE: HVAC WATER TREATMENT SERVICE

DEPARTMENT: Public Works and General Services Department

DUE DATE: June 10, 2015

WILL BE RECEIVED UNTIL: 2:00 P.M.

LAST DAY FOR QUESTIONS: June 4, 2015

BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERON LISTED BELOW. ANY REQUEST SHALL ONLY BE SUBMITTED IN WRITING (FAX OR EMAIL). ALL RESPONSES TO WRITTEN REQUEST(S) WILL BE DISTRIBUTED AS ADDENDA TO THIS E-QUOTE AND POSTED ON THE FULTON COUNTY WEBSITE AT www.fultoncountyga.gov.

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER *June 10, 2015 AT 2:00 P.M.*

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT www.fultonvendoreselfservice.co.fulton.ga.us. BY THE DATE AND TIME INDICATED. You must be a registered vendor in order to respond to E-QUOTES.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW VIA EMAIL ONLY. NO PHONE CALLS WILL BE ACCEPTED. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

EFFECTIVE JULY 1, 2013, STATE LAW REQUIRES THAT ALL CONTRACTS FOR THE PHYSICAL PERFORMANCE OF SERVICES FOR ALL LABOR OR SERVICE CONTRACT(S) THAT EXCEED \$2,499.99 (EXCEPT FOR SERVICES PERFORMED BY AN INDIVIDUAL WHO IS LICENSED PURSUANT TO TITLE 26, TITLE 43, OR THE STATE BAR OF GEORGIA) MUST COMPLY WITH THE ILLEGALL IMMIGRATION REFORM AND ENFORCEMENT ACT. THE COUNTY CANNOT ENTER INTO A CONTRACT FOR THE PHYSICAL PERFORMANCE OF SERVICES THAT EXCEEDS \$2,499.99, UNLESS THE CONTRACTOR HAS REGISTERED WITH, IS AUTHORIZED TO USE AND USES THE FEDERAL WORK AUTHORIZATION PROGRAM COMMONLY KNOWN AS E-VERIFY. BEFORE A BID FOR ANY SUCH SERVICES IS CONSIDERED BY THE COUNTY, THE BID SHALL INCLUDE A SIGNED, NOTARIZED AFFIDAVIT FORM THE CONTRACTOR ATTESTING THE AFFIANT HAS REGISTERED WITH, IS AUTHORIZED TO USE, AND USES THE FEDERAL WORK AUTHORIZATION PROGRAM.

CONTACT NAME:

FELICIA BROOKS

E-MAIL ADDRESS:

Felicia.Brooks@fultoncountyga.gov

FAX NUMBER:

404-612-0351

All information requested on this sheet must be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

**REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote ("E-QUOTE"). Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this e-quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **METHOD OF SOURCE SELECTION.** This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is Code Section 102-373, Competitive Sealed Bidding.
3. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://fultonvendorelfselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
4. **STATE OF GEORGIA IMMIGRATION REQUIREMENT.** Effective July 1, 2013, State law requires that all contracts for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) must comply with the Illegal Immigration Reform and Enforcement Act. The County cannot enter into a contract for the physical performance of services unless the contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify.

Before a bid for any such services is considered by the County, the bid shall include a signed, notarized affidavit from the contractor attesting the affiant has registered with, is authorized to use, and uses the federal work authorization program.

5. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
6. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
7. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
8. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
9. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for E-Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
10. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.

11. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
12. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
13. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.
14. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
15. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
16. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
17. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
18. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
19. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
20. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
21. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.

22. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
23. **RIGHT TO PROTEST.** Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.
24. **BINDING AUTHORITY.** The individual submitting this E-QUOTE must have binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

REQUEST FOR E-QUOTE SPECIFICATIONS
HVAC WATER TREATMENT
PUBLIC WORKS/GENERAL SERVICES DEPARTMENT

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified bidders to provide HVAC Water Treatment for the General Services Department.

2. CONTACT PERSON

Please contact Felicia Brooks by e-mail Felicia.Brooks@fultoncountyga.gov or Fax (404) 612-0351 only, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. TERM OF AGREEMENT

This is a twelve (12) month contract.

4. PRODUCT/SERVICE SPECIFICATIONS

Bidders shall perform the following tasks:

- A. Ensure the quality of water conforms to relevant specifications of ASME/ASHRAE.
- B. Maintain and monitor all chemical feed equipment necessary for maintaining the Water Treatment Program on all equipment listed.
- C. Deliver the chemicals and dose at required concentration and frequency.
- D. Inspect and maintain the chemical equipment in a periodic manner and make corrective actions as required to meet the requirements in paragraph A above.
- E. Collect and analyze samples periodically and determine the type of treatment required.
- F. Analyze the treated water to confirm that they are within the specified limits of various parameters.
- G. Review the dosing system and chemicals, water feed rate and bleed rate to ensure quality of treated water.
- H. Advise the County's Zonal representative of any unusual circumstances in the system that will affect the quality of water adversely. Such report shall be made within two (2) days of observing the problem.
- I. Visit the sites as per the schedule shown and arrange to schedule with representatives of the County the exact date and time of visit to various facilities.

- J. Submit prior information to the County's as a pre-requisite for payment for work performed. The person(s) to be contacted for each zone is listed in Exhibit 1: List of Facilities.
- K. Store all chemicals/materials and dispose the waste in a manner strictly in compliance with relevant EPA and/or OSHA regulations.
- L. Display the MSD related to all the chemicals used in the storage area and dosing area.
- M. Provide written reports on the quality of water after each visit. The test report shall include all the parameters mentioned above or other information confirming the parameters.
- N. Submit, along with the first report on water treatment, an evaluation of various instruments and dosing systems. This evaluation shall indicate, if any, all the defects and provide an estimate for rectifying them.
- O. Include any recommendation in the report to the Public Works/General Services Department, detailing defects observed and any suggested corrective measures.
- P. Provide input as to design and implementation of logging system for maintenance procedures required for all covered systems, review such logs periodically and make appropriate recommendations based on that data.
- Q. Provide inspections, upon request within a two (2) day notification period and have qualified personnel available and on-call twenty-four (24) hours per day/seven (7) days per week to meet emergency requirements.
- R. Provide verifiable user/application referral list to demonstrate a minimum of five (5) years safe and effective in-service use and efficiency.

FACILITIES

A list of facilities and systems, with point of contract information, is included in this Quote as Exhibit 1. The facilities and systems listed are based on current installations. If the County decides to make any changes to the HVAC System in any listed facility, the services will be reduced or increased proportionately as applicable.

5. PRICING SHEETS

See Exhibit 2 Pricing Sheet

Bidders must complete the attached pricing sheets (Exhibit 2) and return as an attachment.

6. SPECIAL CONDITIONS/INSTRUCTIONS

Listed below are the chemical and physical characteristics of the treated water. The parameters listed below are for **guidance only**. If the relevant ASME/ASHRAE specifications or the specifications from the manufacturer of particular equipment calls for close tolerance and wider requirements then those specification shall apply.

Bidders shall maintain the HVAC systems in accordance to these specifications, or those of the manufacturer of the equipment:

1. COOLING TOWER/CONDENSER WATER:

- 1.1 The chemicals used shall be compatible with the Zinc coating/galvanizing of the metal parts of the tower.
- 1.2 The pH value of treated water - between 7 and 8
- 1.3 Chlorides - below 750 ppm
- 1.4 Sulphates - below 1200 ppm
- 1.5 NaHCO₃ - below 200 ppm
- 1.6 Residual chlorine - below 1 ppm

2. BOILER FEED WATER:

- 2.1 pH between 7 and 8
- 2.2 Alkalinity - 200 to 500 ppm
- 2.3 Silica - 20 to 40 ppm
- 2.4 Conductance - 2000 to 6000 micro-mhos/Cm
- 2.5 Suspended solids - 60 to 250 ppm

3. CHILLED WATER:

- 3.1 pH Between 7.8 and 8.5
- 3.2 Total Hardness - 50 To 70 mg/liter of CaCO₃
- 3.3 Free Calcium - 2 to 20 mg/liter of free Ca⁺
- 3.4 Oxygen levels - between 0.2 and 0.1 mg/liter

4. GLYCOL SOLUTION:

Where glycol solution is used as in the Homeless Shelter, in the place of chilled water, Bidder shall verify the strength of glycol in October and report if the concentration is less than 25%.

5. PROCESS REQUIREMENTS

- 5.1 The cooling towers shall be operated at 8 cycles of concentrations.
- 5.2 Polymer/molybdate inhibitor, when used, shall have minimum of 20% active ingredients. The inhibitor shall control yellow metal corrosion. The molybdate residual should be maintained at 6 - 10 ppm as molybdate.
- 5.3 Two (2) non-oxidizing liquid biocides shall be used, alternating every thirty (30) days.

- 5.4 Sodium Nitrite shall be used for closed systems, with a resultant residual of 800 - 1000 ppm.
- 5.5 Double containment system shall be used for all chemicals. No drums shall be left on site.
- 5.6 Bidder shall be ISO 9002 certified for the chemicals and treatment process. The service representative shall have a chemistry, biology or engineering degree with at least five (5) years' experience. The Bidder shall have at least ten (10) years' experience in treatment of industrial water systems. ***Bidder shall submit proof of the certification and years of experience with their response to this Quote.***

6. PRODUCT USE/EFFICIENCY GUIDELINES AND SPECIFICATIONS

- 6.1 Products used must not have strong or offensive odors.
- 6.2 Water and tower treatment product must be fed at a rate compatible with the cooling tower makeup or re-circulating system water.
- 6.3 Product may not contain any inorganic salts such as phosphates or chromates.
- 6.4 The cooling tower vapor shall not contain any gas or liquid suspension that will contribute to the toxic gas/ozone levels in the atmosphere.
- 6.5 Product(s) must comply with all local, State and Federal regulations governing waste water discharge with sanitary drain system of Fulton County, Georgia. Bidder must demonstrate that product is considered safe for EPA disposal and OSHA standards use.
- 6.6 Bidder must list the product name, report activity of the product and provide all required test and documented sample data in support of efficiency and activity representations and claims.

7. INSURANCE & RISK MANAGEMENT PROVISIONS

HVAC WATER TREATMENT SYSTEM SERVICES

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

- | | | |
|--|-----------------|-------------|
| 3. BUSINESS AUTOMOBILE LIABILITY INSURANCE
(Including operation of non-owned, owned, and hired automobiles). | Each Occurrence | \$1,000,000 |
| 4. PROFESSIONAL LIABILITY (Errors & Omission) | Each Loss | \$2,000,000 |

Certificates of Insurance

The aforementioned insurance policies shall contain or be endorsed to contain a Provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least thirty (30) days written notice to Fulton County Government. Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers’ Compensation and Professional Liability) using the ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Contract.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

STATE OF GEORGIA

COUNTY OF FULTON

FORM 1: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program², in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

1O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

2*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM 2: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

3O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

4*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

EXHIBIT 1

FACILITIES LOCATIONS AND POINTS OF CONTACT

CENTRAL ZONE FACILITIES – POC: Vijay Nair – 404-612-6586

1. Government Center – Mid-Rise Building
141 Pryor Street, SW
Atlanta, GA 30303
2. Justice Center Tower
185 Central Avenue, SW
Atlanta, GA 30303
3. Central Library
1 Margaret Mitchell Square
Atlanta, GA 30303
4. Alcohol and Drug Treatment Center
265 Boulevard, NE
Atlanta, GA 30312
5. Helene S. Mills Senior Multipurpose Facility
515 John Wesley Dobbs Avenue
Atlanta, GA 30312
6. Aldredge Health Center (Main)
909 Jesse Hill Drive
Atlanta, GA 30303
7. Judge Romae T. Powell Juvenile Justice Center
395 Pryor Street
Atlanta GA 30303
8. Medical Examiner Building
430 Pryor Street
Atlanta GA 30303
10. Southeast Neighborhood Senior Center
1650 Newtown Circle
Atlanta, GA 30315

SOUTH ZONE FACILITIES – POC: Airmis Thomas – 404-612-3231

1. South Fulton Multipurpose Center
4255 Will Lee Road
College Park, GA 30349
2. South Fulton Tennis Center
5645 Mason Road
College Park, GA 30349
3. South Fulton Service Center
5600 Stonewall Tell Road
College Park, GA 30349
4. Cliftdale Recreation Center Elementary School
4399 Butner Road
College Park, GA 30349
5. Rico Community Center
Old Elementary School
6505 Rico Road
Palmetto, GA 30268
6. Hapeville Senior Center
515 King Arnold Street
Hapeville, GA 30354
7. Tom Lowe Shooting Grounds
3025 Merck Road
College Park, GA 30349
8. College Park Regional Health Center
1920 John Wesley Avenue
College Park, GA 30337
9. South Fulton Mental Health Center
1636 Connally Drive
East Point, GA 30044

NORTH ZONE FACILITIES – POC: Airmis Thomas – 404-612-3231

1. North Fulton Service Center
7741 Roswell Road
Roswell, GA 30328
2. Harriett G. Darnell Senior Multipurpose Center
677 Fairburn Road, NW
Atlanta, GA 30331
3. New Horizon Neighborhood Senior Center
745 Orr St.
Atlanta, GA 30318
4. Northeast/Spruill Oaks Regional Library
9560 Spruill Road
Alpharetta, GA 30202
5. Jefferson Place Homeless Complex – Old Fulton County Jail
1135 Jefferson Street, NW
Atlanta, GA 30318
6. Dr. Robert E. Fulton Regional Library at Ocee
5090 Abbotts Bridge Road
Alpharetta, GA 30005
7. Central Maintenance Facility
893 Marietta Boulevard
Atlanta, GA 30318
8. Airport – Administration Building
3952 Aviation Circle
Atlanta, GA 30336

EXHIBIT 2:
COST PROPOSAL BY ZONES

Central Fulton Service Area – Central Zone

Sl. No.	Bldg. No.	RWP No.	Facility Name & Address	Equipment	Capacity	Frequency	Schedule Month	Treatment Costs Per Visit	Annual Cost
1	B613022	R99000501	Government Center Mid Rise Building 141 Pryor Street Atlanta, GA 30303	4 CT (2 Tanks)	1,600 Tons	12			
				1CWS	1,600 Tons	4	3, 6, 9, 12		
2	B600052	R99000502	Justice Center Tower 185 Central Avenue Atlanta, GA 30303	2CT	2,400 Tons	12			
				1 CWS	2,400 Tons	4	3, 6, 9, 12		
3	B400012	R99000503	Central Library 1 Margaret Mitchell Square Atlanta, GA 30303	1 CT	500 Tons	12			
				1 CWS	500 Tons	4	3, 6, 9, 12		
				3 HWH	3x300,000 BTUH		10, 12, 2		
4	B314012	R99000504	Alcohol and Drug Treatment Ctr. 265 Boulevard, NE Atlanta, GA 30312	1CWS	200 Tons	4	3, 6, 9, 12		
				2CT	200 Tons	12			
				1 HWH	1,999,900 BTUH		10, 12, 2		

Central Fulton Service Area – Central Zone (continued)

Sl. No.	Bldg. No.	RWP No.	Facility Name & Address	Equipment	Capacity	Frequency	Schedule Month	Treatment Costs Per Visit	Annual Cost
5	B374012	R990003291	Helene S. Mills Senior Multipurpose Center 515 John Wesley Dobbs Ave. Atlanta, GA 30312	1 HWH	1,999,900 BTUH	3	10, 12, 2		
				1 HWH	505,000 BTUH	3	10, 12, 2		
				1 CWS	160 Tons	5	3, 6, 9, 12, 2		
6	B326012	R99000508	Aldredge Health Center (Main) 909 Jesse Hill Drive Atlanta, GA 30303	1 CT	190 Tons	3	10, 12, 2		
				1 CWS	190 Tons	3	10, 12, 2		
7	B506011	R99002300	Judge Romae T. Powell Juvenile Justice Center 395 Pryor Street Atlanta, GA 30303	1 CT	400 Tons	12			
				1 CWS	400 Tons	3	10, 12, 2		
8	B815013	R99001969	Medical Examiner Bldg. 430 Pryor Street Atlanta, GA 30303	1 CWS	90 Tons	3	10, 12, 2		
				1 HWH	1,430,000 BTUH		10, 12, 2		
9	B373013		Southeast Neighborhood Senior Center 1650 Newtown Circle Atlanta, GA 30315	1 HWH	266,000 BTUH	3	10, 12, 2		
Total Central Zone:									

Legend:

- Schedule shows the 'months' in which water from the equipment will be tested: 1 for January ... 12 for December
- One (1) Ton may be considered as equivalent to four (4) GPM for CTs and 2 GPM for Chilled Water Supply. All BTUHs are input BTUs.
- For a 35°F temperature rise, BTUH may be taken as 17,500 x gpm.
- CT: Cooling Tower
- HWH: Hot Water System
- CWS: Chilled Water System
- LPSB: Low Pressure Steam Boiler

Greater South Fulton Service Area – South Zone

SI. No.	Bldg. No.	RWP No.	Facility Name & Address	Equipment	Capacity	Frequency	Schedule Month	Treatment Costs Per Visit	Annual Cost
1	B251013	R99000500	South Fulton Multipurpose Ctr. 4255 Will Lee Road College Park, GA 30349	1 CT	180 Tons	12			
				1 CWS	180 Tons	4	3, 6, 9, 12		
				2 HWH	2x2, 100,000 BTUH	3	10, 12, 2		
					1,000,000 BTUH		10, 12, 2		
2	B205013	R99000535	South Fulton Tennis Center 5645 Mason Road College Park, GA 30349	1 HWH	900,000 BTUH	3	10, 12, 2		
3	B447013	R99000536	Cleveland Library 47 Cleveland Avenue Atlanta, GA 30315	1 HWH	866,400 BTUH	3	10, 12, 2		
4	B602013	R99000509	South Fulton Service Center 5600 Stonewall Tell Road College Park, GA 30349	1 CT	90 Tons	12			
				1 CWS	90 Tons	4	3, 6, 9, 12		
				1 HWH	750,000 BTUH	3	10, 12, 2		
5	B241013	R99000538	Cliftdale Recreation Center and Elementary School 4399 Butner Road College Park, GA 30349	1 HWH	774,000 BTUH	3	10, 12, 2		

Greater South Fulton Service Area – South Zone (continued)

Sl. No.	Bldg. No.	RWP No.	Facility Name & Address	Equipment	Capacity	Frequency	Schedule Month	Treatment Costs Per Visit	Annual Cost
6	B440013	R99000526	Southwest Regional Library 3665 Cascade Road Atlanta, GA 30331	1 CWS	90 Tons	4	3, 6, 9, 12		
7	B235013	R99000539	Rico Community Center Old Elementary School 6505 Rico Road Palmetto, GA 30268	1 HWH	1,339,000 BTUH	3	10, 12, 2		
8	B371013		Hapeville Senior Center 515 King Arnold Street Atlanta, GA 30354	2 HWH	2 x 327,000 BTUH	3	10, 12, 2		
9	B229313	R99001097	Tom Lowe Shooting Grounds 3025 Merck Road College Park	1 CWS	180 Tons	4	10, 12, 2		
10	B320013	R99000510	College Park Regional Health Center 1920 John Wesley Ave. College Park, GA 30337	1 CT	80 Tons	12			
11	B301013		South Fulton Mental Health Center 1636 Connally Drive East Point, GA 30044	2 HWH	274,000 BTUH 675,000 BTUH	3	10, 12, 2		
Total South Zone									

Legend:

- Schedule shows the 'months' in which water from the equipment will be tested: 1 for January ... 12 for December
- One (1) Ton may be considered as equivalent to four (4) GPM for CTs and 2 GPM for Chilled Water Supply. All BTUHs are input BTUs.
- For a 35°F temperature rise, BTUH may be taken as 17,500 x gpm.
- CT: Cooling Tower
- HWH: Hot Water System
- CWS: Chilled Water System
- LPSB: Low Pressure Steam Boiler

Greater Fulton Service Area – North Zone

SI. No.	Bldg. No.	RWP No.	Facility Name & Address	Equipment	Capacity	Frequency	Schedule Month	Treatment Costs Per Visit	Annual Cost
1	B601011	R99000507	North Fulton Service Center 7741 Roswell Road Roswell, GA 30328	1 CT	90 Tons	12			
				1 CWS	90 Tons	4	3, 6, 9, 12		
				1 HWH	750,000 BTUH	3	10, 12, 2		
2	B370013	R99001878	Harriet G. Darnell Senior Multipurpose Facility 677 Fairburn Road, NW Atlanta, GA 30331	1 CWS	110 Tons	4	3, 6, 9, 12		
				1 HWH	1,210,000 BTUH	3	10, 12, 2		
3	B891012	R99001877	New Horizon Neighborhood Senior Center 745 Orr St. Atlanta, GA 30318	1 HWH	399,000 BTUH	3	10, 12, 2		
4	B428012	R99001971	Northeast/Spruill Oaks Regional Library 9560 Spruill Rd. Alpharetta, GA 30202	1 CWS	82 Tons	4	3, 6, 9, 12		
				1 HWH	1,260,000 BTUH	3	10, 12, 2		
5	B504032	R99000518	Homeless Shelter - Old FC Jail	1 CWS	180 Tons	4	3, 6, 9, 12		
				2 HWH	2 x 900,000 BTUH	3	10, 12, 2		
				1 HWH	300,000 BTUH	3	10, 12, 2		

Greater Fulton Service Area – North Zone (continued)

Sl. No.	Bldg. No.	RWP No.	Facility Name & Address	Equipment	Capacity	Frequency	Schedule Month	Treatment Costs Per Visit	Annual Cost
6	B455012	R99003216	Dr. Robert E. Fulton Regional Library at Ocee 5090 Abbotts Bridge Rd. Alpharetta, GA 30005	1 CWS	120 Tons				
7	B501022	R99000532	Central Maintenance Facility 893 Marietta Boulevard Atlanta, GA 30318	2 HWH	2 x 300,000 BTUH	3	10, 12, 2		
8	B606012	R99000678	Airport - Administration Bldg. 3952 Aviation Circle Atlanta, GA 30336	2 HWH	1,260,000 BTUH	3	10, 12, 2		
Total North Zone									

Legend:

- Schedule shows the ‘months’ in which water from the equipment will be tested: 1 for January ... 12 for December
- One (1) Ton may be considered as equivalent to four (4) GPM for CTs and 2 GPM for Chilled Water Supply. All BTUHs are input BTUs.
- For a 35°F temperature rise, BTUH may be taken as 17,500 x gpm.
- CT: Cooling Tower
- HWH: Hot Water System
- CWS: Chilled Water System
- LPSB: Low Pressure Steam Boiler

Total Central Zone:		
Total South Zone		
Total North Zone		
TOTAL ALL ZONES		

Prices will remain firm for the duration of the contract. In the option years, prices shall not exceed the Consumer Price Index published by the Bureau of Labor Statistics for “All Items” applicable to Metro Atlanta.