



# Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

**REQUEST FOR E-QUOTE NUMBER:** 12DW85002C

**PROJECT TITLE:** Standby HVAC Services

**DEPARTMENT:** Facilities & Transportation Services Department

**DUE DATE:** August 20, 2012

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

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT [www.fultonvendoreselfservice.co.fulton.ga.us](http://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.

**CONTACT NAME:**  
DIANN WASHINGTON

**E-MAIL ADDRESS:**  
diann.washington@fultoncountyga.gov

**FAX NUMBER:**  
404-893-1747

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. **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.
3. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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 its acceptance, of the performance, or nonperformance, of its obligations under this agreement.

12. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
13. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.
22. **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

### QUOTE # 12DW85002C STANDBY HVAC SERVICES FACILITIES & TRANSPORTATION SERVICES DEPARTMENT

#### 1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified vendors to provide Stand-by HVAC Maintenance Services on an 'as needed, if needed, when needed' basis as requested by the Facilities and Transportation Services Department.

#### 2. CONTACT PERSON

Please contact Diann Wathington, Procurement Officer, [diann.wathington@fultoncountyga.gov](mailto:diann.wathington@fultoncountyga.gov); Fax (404) 893-1747 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 quote is on a twelve (12) months term commencing from date of award. Award will not exceed \$49,999.00. Service will be on a 'as needed if needed, when needed' basis for the Facilities and Transportation Services Department.

#### 4. PRODUCT/SERVICE SPECIFICATIONS

Prior to commencement of any work, the contractor must meet with County representative to discuss the point of contact, building access and invoice processing.

1. Troubleshoot the equipment/system.
2. Make adjustments on sensors and outputs and various sets where automation is not used.
3. Replace minor spares, like fuses, filters, solenoids, small valves etc. This will be completed in consultation with the appropriate Zonal Maintenance Manager.
4. Report to the Fulton County Representative scope and details of major repair needed, and provide a not-to-exceed estimate for the repair work.
5. Acquire repair parts and perform repair service.
6. At the end of repair work/call the technician or his/her supervisor must submit a service ticket for each call-out indicating the date of service, location of the service, County ID# of equipment serviced, explanation of work carried out, bill of materials, and actual duration of the work.
7. Provide warranty information on replaced equipment and parts.
8. If the vendor does not have capabilities in trouble shooting special/proprietary control systems, it shall make arrangements with manufacturers or their authorized representatives for effective management of the situation, after consultations with the County authorized representative
9. Dispose all waste material, including hazardous wastes, in an environmentally acceptable manner.

## **EQUIPMENT TYPES AND CONNECTED SYSTEMS THAT MAY REQUIRE SERVICE REPAIR**

1. Air conditioning units/air handlers.
2. Split units and package units (heat and cool).
3. Chillers, cooling towers and associated equipment.
4. VAV boxes and controllers.
5. Boilers and hot water heaters.

### **REPRESENTATIVE EQUIPMENT LISTING**

1. General purpose motor controllers using solid state and relay control.
2. Refrigerant management system and refrigerant leak monitoring systems.
3. Reliance electric VTAC III, Magnetec, Yasakawa and other makes of variable speed drives.
4. Krueger, Envirotec, etc., VAV boxes and PIU units.
5. Johnson Controls C210 and VAV 110 VAV controllers.
6. Split system air conditioning units manufactured by Carrier, York, GE Lenox, etc., 3 to 10 tons capacity.
7. Package air conditioning units manufactured by MaQuay, Lenox, Carrier, York, and 5 to 20 tons capacity.
8. Air handling units manufactured by Carrier, Trane, Honey-Well, with motor8 capacity
9. Chillers 25 Tons to 880 Tons capacity, with air cooled and water cooled condensers.
10. Hot water heaters, natural gas fired, up to 1,750,000 BTU input, of RUUD, Bradford-White, State, American Cater, Triad, Raypak and York models.
11. Natural gas fired and oil fired boilers, up to 2,000,000 BTU input and 160 PSI pressure of Carrier, Raypak Steam Pak, Kewanee, Rudd and York models.
12. Isolation valves, butterfly valves, gate valves and globe valves of assorted makes.
13. Electrically/pneumatically operated valves. Valve positioners and indicators (Bray, Keystone, Etc.).
14. Raised floor computer room cooling, Liebert units up to 20 tons.
15. Heating, Air-Conditioning and Humidity Control with Pool-pak' and 'Dektron' units

### **REPRESENTATIVE SYSTEM LISTING**

- HVAC Systems in the county makes use of variety of control systems. The systems include Johnson Controls 'Metasys', Siemens 'Apogee', Staefa, Trane 'Traker', 'Alerton' and A.L.Controls. Vendor shall be conversant in troubleshooting these systems.

### **REPRESENTATIVE LISTING OF TYPES OF CALL-OUTS**

1. "Too Cold", "Too Hot", "No Heat" and "No Air Conditioning" complaints.
2. Minor leaks of chilled water, condenser water, refrigerant, etc., from cooling units.
3. Leaks involving natural gas and water/steam in the case of boilers.
4. Calls based on specific task listing intended to augment Fulton County's capabilities.

## 5. PRICING SHEETS

- Price quoted shall be inclusive of all incidental charges. Charges for transportation, freight, mileage and cost of consumables used will not be admissible if charged separately.
- All spares consumed as a result of specific request from Fulton County will be paid for at rates mutually agreed between the contractor and the County.

### Hourly Labor Rates

<i>Line</i>	<i>Labor category</i>	<i>Hourly labor rate</i>
1	Normal Working Hours	\$ _____
2	Overtime Hours	\$ _____

## 6. SPECIAL CONDITIONS/INSTRUCTIONS

1. All personnel of the company that will work in county facilities must wear uniform with their company logo clearly visible on it. If the personnel report for work in a vehicle, that vehicle should have the vendor's name or the company's name printed at the back or either sides of the vehicle/s. At least one crewmember should be able to communicate in English.

2. Contractor shall be solely responsible for the safety of the workers deputed to the County facilities. The technicians shall be adequately equipped to ensure their absolute safety from environmental hazards.

3. Invoicing

Invoices submitted against the contract must include the purchase order number, building number, date of service, scope of service and hours logged from the service ticket. Failure to submit this information will result in the invoice being rejected for payment.

- Invoices shall reflect service carried out on not more than one building. If service is carried out on two buildings, two separate invoices will be required
- Invoices will be returned unpaid to the contractor when one of the following condition exists:
  - A. Invoices do not contain all the required information.
  - B. Price on the invoice does not correspond to the price quoted.
  - C. Invoices contain charges for items not referenced in the original quote (i.e. trip charges, restocking fees, handling fees, mileage, taxes, etc.)

Indicate your company's terms for charging man-hours. (Check one of the following. Quotes not indicating any of the following are likely to be considered non-responsive).

- Man-hours are charged from the time the call is received.
- Man-hours are charged from the time the technician arrives on the site
- The quoter agrees to observe Fulton County's goal of paying all valid invoices within thirty (30) days of receipt by the General Services Department.
- Quoter agrees that when and if this goal cannot be met, no legal action will be taken to force payment and no interest or penalty will accrue because of the County exceeding the thirty (30) day goal.

Forward all invoices to:

**Facilities and Transportation Department  
Building Construction Division  
3977 Aviation Circle  
Atlanta, GA 30336**

## 7. INSURANCE & RISK MANAGEMENT PROVISIONS

### **Insurance and Risk Management Provisions HVAC Equipment Maintenance and Repair Service**

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. 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 Project Description must appear on the Certificate of Insurance).
- A combination of a specific policy 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. 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 Operations	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**

**Combined Single Limits (Symbol 1)**                      Any One Accident    -        \$1,000,000  
 (Property Damage and Bodily Injury)

4. **UMBRELLA LIABILITY**                                      Each Occurrence    -        \$1,000,000  
 (In excess of Auto, General Liability and Employers Liability)

#### Certificates

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government, Its Employees, Servants and Agents as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

The insurance for the additional insured shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insured.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), 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 shall be sent to:

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

#### Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

#### 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 t protect against potential hazards for the work being performed.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its 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 costs of judgments, settlements, court costs, attorney’s fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker’s Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

