



# Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

<b>REQUEST FOR QUOTE NUMBER:</b>		<b>12GS84054C</b>
WILL BE RECEIVED UNTIL 2:00 P.M., EST.		JUNE 26, 2012
<b>DESCRIPTION: HVAC WATER TREATMENT FACILITIES &amp; TRANSPORTATION SERVICES DEPARTMENT</b>		
Quotes must be submitted electronically using our on-line Vendor Self Service system at <a href="http://www.fultonvendoreselfservice.co.fulton.ga.us">www.fultonvendoreselfservice.co.fulton.ga.us</a> . You must be a registered vendor in order to respond to quotes.		
ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED <u>ONLY</u> TO THE PURCHASING CONTACT PERSON LISTED BELOW. 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: Gerlis Strozier	E-Mail Address : <a href="mailto:gertis.strozier@fultoncountyga.gov">gertis.strozier@fultoncountyga.gov</a>	Telephone Number: 404-612-5826
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.		
Company Name:		
Company Address:		
City	State	Zip Code
Telephone Number:	Fax Number:	E-Mail Address:
<b>RESPONSES MUST BE SUBMITTED ON-LINE AT <a href="http://www.fultonvendoreselfservice.co.fulton.ga.us">www.fultonvendoreselfservice.co.fulton.ga.us</a> BY THE TIME AND DATE INDICATED.</b>		
Person submitting QUOTE: (Please Print)		Date
Title		
*Signature of the person submitting QUOTE:		
*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 QUOTE  
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for 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 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 Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for quotes on-line via the Vendor Self Service system at <https://fultonvendorselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **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.
5. **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.
6. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for 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.
7. **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.
8. **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.
9. **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.
10. **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 agreements.

11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.

# REQUEST FOR QUOTE SPECIFICATIONS

Quote Number: 12GS84054C

Opening Date: June 26, 2012

## HVAC Water Treatment Facilities and Transportation Services Department

### 1. DESCRIPTION

Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide HVAC Water Treatment for the Facilities and Transportation Services Department on an “as needed, when needed, and if needed,” basis from date of award and continuing for twelve (12) consecutive months.

### 2. CONTACT PERSON

Please contact Gertis Strozier, Procurement Officer at (404) 612-5826 or by e-mail [gertis.strozier@fultoncountyga.gov](mailto:gertis.strozier@fultoncountyga.gov), with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

You must be registered in the County’s AMS System in order for the Department of Purchasing & Contract Compliance to issue your company a Purchase Order or to receive payments. If you are not a registered vendor you may access and complete the vendor application via the County’s Vendor Registration website ([www.fultonvendorselfservice.co.fulton.ga.us](http://www.fultonvendorselfservice.co.fulton.ga.us)). You must provide a copy of your current Business License in order to complete the vendor registration process.

If your company is a registered vendor, you can respond to all quotes online and in real time on this website.

### 3. PRODUCT/SERVICE SPECIFICATIONS

- 3.1 The successful vendor shall ensure that the quality of water conforms to the requirements specified above or to relevant specifications of ASME/ASHRAE.
- 3.2 The successful vendor shall maintain and monitor all chemical feed equipment necessary for maintaining the Water Treatment Program on all equipment listed.
- 3.3 The successful vendor shall deliver the chemicals and dose at required concentration and frequency.
- 3.4 The successful vendor shall inspect and maintain the chemical equipment in a periodic manner and make corrective actions as required to meet the requirements in paragraph 1 above.
- 3.5 The successful vendor shall collect and analyze samples periodically and determine the type of treatment required.
- 3.6 The successful vendor shall analyze the treated water to confirm that they are within the specified limits of various parameters.
- 3.7 The successful vendor shall review the dosing system and chemicals, water feed rate and bleed rate to ensure quality of treated water
- 3.8 The successful vendor shall advise the Fulton County Zonal representative of any unusual circumstances in the system that will affect the quality of water adversely. Such report shall be made within 2 days of observing the problem.

- 3.9 The successful vendor shall visit the sites as per the schedule shown and arrange to schedule with representatives of Fulton County General Services Department the exact date and time of visit to various facilities.
- 3.10 Prior information to the representative of the Fulton County General Services Department is a pre-requisite for payment for the work. The persons to be contacted are listed under paragraph entitled point of contact for each zone.
- 3.11 The successful vendor shall store all chemicals/materials and dispose the waste in a manner strictly in compliance with relevant EPA and/or OSHA regulations.
- 3.12 The successful vendor shall display the MSD related to all the chemicals used in the storage area and dosing area.
- 3.13 The successful vendor shall provide written reports on the quality of water after every visit. The test report shall include all the parameters mentioned above or other information confirming the parameters.
- 3.14 The successful vendor shall submit, along with the first report on water treatment, an evaluation of various instruments and dosing system. This evaluation shall indicate, if any, all the defects and provide an estimate for rectifying them.
- 3.15 The successful vendor shall include in the report, any recommendation to the General Services Department, details of defects observed and any suggested corrective measures.
- 3.16 The successful vendor will 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.
- 3.17 The successful vendor must be able to provide inspections, upon request with a two (2) day notice and have qualified personnel available and on-call twenty-four (24) hours per day and seven (7) days per week to meet emergency requirements.
- 3.18 Vendor must provide verifiable user/application referral list to demonstrate a minimum of five (5) years safe and effective in-service use and efficiency.

## FACILITIES

List of facilities attached: Please see Exhibit -1 for a list of facilities and systems. 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/increased proportionately.

## GENERAL CONDITIONS

CHEMICAL AND PHYSICAL CHARACTERISTICS OF THE TREATED WATER ARE:

- 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 NaHCO<sub>3</sub> - 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 CaCO<sub>3</sub>
- 3.3 Free Calcium - 2 to 20 mg/liter of free Ca<sup>+</sup>
- 3.4 Oxygen levels - between 0.2 and 0.1 mg/liter

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

The above parameters 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 that specification shall apply.

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 non-oxidizing liquid biocides shall be used, alternating every 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 Vendor 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 years' experience. The vendor shall have at least 10 years' experience in treatment of industrial water systems.

6 PRODUCT USE/EFFICIENCY GUIDELINES AND SPECIFICATIONS

- 6.1 Products 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. Vendor must demonstrate that product is considered safe for EPA disposal and OSHA standards use.

- 6.6 Vendor 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.

#### **4. PRICING SHEETS**

See Attachment I.

#### **5. SPECIAL CONDITIONS/INSTRUCTIONS**

- 5.1 The successful vendor shall have a valid pesticide applicator license issued/accepted by the Georgia Department of Agriculture. Copy of pesticide applicator license must be submitted by clicking on "attachment" link at bottom of page one (1).
- 5.2 The successful vendor will provide Fulton County with regular analysis of a variety of water systems and use the chemicals needed to maintain quality of water in these systems as specified in the scope of work.
- 5.3 The successful vendor will provide, if necessary, use and properly maintain metering equipment used to place the chemicals supplies into all products provided for use in the servicing and maintenance of the covered systems must be wholly compatible with treatment chemistry and equipment currently in use within each system.
- 5.4 Vendors must provide, unless previously submitted in an acceptable form, outlines of product performance with written field results of tests TP substantiate effectiveness/safety levels comparable to the experience of the authority over the past three (3) years.
- 5.5 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 crew member should be able to communicate in English. The contractor shall not assign in whole or in part, it's interests in, rights to or obligations under this contract to a third party without prior and written consent of the County.

**6. INSURANCE & RISK MANAGEMENT PROVISIONS  
HVAC Water Treatment 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 General Aggregate	\$1,000,000 \$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$ 100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b> (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
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<b>4. UMBRELLA LIABILITY</b> (In excess of above noted coverages)	Each Occurrence	\$1,000,000
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<b>5. PROFESSIONAL LIABILITY</b> (To be written with all Environmental/Pollution exclusions deleted). **Extended Reporting Period 3-5 Years**	Per Claim/Aggregate	\$2,000,000/\$2,000,000
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<b>6. POLLUTION LIABILITY</b> (To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period. To include Non-owned Waste Disposal Site Endorsement	Each Occurrence	\$1,000,000
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\*\*If Broadened Pollution on Auto is not included, to be included by evidence of Transit Coverage under the Pollution Policy\*\*

**Certificates of Insurance**

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 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 General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds 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 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 – Department of Purchasing & Contract  
Compliance  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

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

**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 to 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 Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

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: \_\_\_\_\_

## EXHIBIT 1

### Facilities and Addresses

#### Central Zone Facilities

1. Government Center, Mid-rise Bldg.  
141 Pryor Street  
Atlanta, GA 30303
2. Justice Center Tower  
185 Central Avenue  
Atlanta, GA 30303
3. Central Library  
1 Margaret Mitchell Square  
Atlanta, GA 30303
4. Auburn Library  
101 Auburn Ave.  
Atlanta, GA 30303
5. Alcohol and Drug Treatment Center  
265 Boulevard, NE  
Atlanta, GA 30312
6. Helene S. Mills Senior Multi-Purpose Facility  
515 John Wesley Dobbs Ave.  
Atlanta, GA 30312
7. Main (Aldredge) Health Center  
909 Jesse Hill Drive  
Atlanta, GA 30303

#### South Zone Facilities

1. South Fulton Multi-Purpose Center  
4255 Will Lee Road  
College Park, GA 30349
2. S. F. Senior Center  
Old Fairburn School  
109 Milo Fisher Street  
Fairburn, GA 30213
3. Public Safety Training Center  
4710 Campbell Drive  
College Park, GA 30349

4. Elections Warehouse Building (Storage)  
736 Cleveland Ave.  
East Point, GA 30354
5. South Fulton Tennis Center  
5645 Mason Road  
College Park, GA 30349
6. Cleveland Library  
47 Cleveland Avenue  
Atlanta, GA 30315
7. South Fulton Service Center  
5600 Stonewall Tell Rd.  
College Park, GA 30349
8. Cliftondale Recreation Center Elementary School  
4399 Butner Road  
College Park, GA 30349
9. Southwest Regional Library  
3665 Cascade Road  
Atlanta, GA 30331
10. Rico Community Center  
Old Elementary School  
6505 Rico Road  
Palmetto, GA 30268
11. Southeast Neighborhood Senior Center  
1650 Newtown Circle  
Atlanta, GA 30315
12. Hapeville Senior Center  
515 King Arnold Street  
Hapeville, GA 30354
13. Tom Lowe Shooting Grounds  
3025 Merck Road  
College Park, GA 30349
14. College Park Regional Health Center  
1920 John Wesley Ave.  
College Park, GA 30337
15. South Fulton Mental Health Center  
1636 Connally Drive  
East Point, GA 30044

## **North Zone Facilities**

1. North Fulton Service Center  
7741 Roswell Road  
Roswell, GA 303283.
2. Harriett G. Darnell Senior  
Multi-Purpose Facility  
677 Fairburn Rd., NW  
Atlanta, GA 30331
3. New Horizon Neighborhood Senior Center  
745 Orr St.  
Atlanta, GA 30318
4. Northeast/Spruill Oaks Regional Library  
9560 Spruill Rd.  
Alpharetta, GA 30202
5. Jefferson Place Homeless Complex – Old FC Jail  
1135 Jefferson St., NW  
Atlanta, GA 30318
6. Dr. Robert E. Fulton Regional Library at Ocee  
5090 Abbotts Bridge Rd.  
Alpharetta, GA 30005
7. Central Maintenance Facility  
893 Marietta Boulevard  
Atlanta, GA 30318
8. Airport – Administration Building  
3952 Aviation Circle  
Atlanta, GA 30336

**ATTACHMENT 1**

**Central Fulton Service Area, Central Zone**

SI.No	Bldg. No	RWP No.	Facility Name & Address	Equipment	Capacity	Frequency	Schedule Months	Treatment cost 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	Monthly			
				1 CWS	1,600 Tons	Quarterly	3, 6, 9, 12		
2	B600052	R99000502	Justice Center Tower 185 Central Avenue Atlanta, GA 30303	2 CT	2,400 Tons	Monthly			
				1 CWS	2,400 Tons	Quarterly	3, 6, 9, 12		
3	B400012	R99000503	Central Library Margaret Mitchell Square Atlanta, GA 30303	1CT	500 Tons	Monthly			
				1 CWS	500 Tons	Quarterly	3, 6, 9, 12		
				3 HWH	3x300,000 BTUH		10, 12, 2		
4	B451011	R99000519	Auburn Library 101 Auburn Ave. Atlanta, GA 30303	1 HWH	2,730,000 BTUH		10, 12, 2		
				1CWS	160 Tons	Quarterly	3, 6, 9, 12		

Sl.No	Bdg No	RWP No.	Facility Name & Address	Equipment	Capacity	Frequency	Schedule Months	Treatment cost per visit	Annual Cost
5	B314012	R99000504	Alcohol and Drug Treatment Center 265 Boulevard, NE Atlanta, GA 30312	1 CWS	200 Tons	Quarterly	3, 6, 9, 12		
				2CT	200 Tons	Monthly			
				1 HWH	1,950,000 BTUH		10, 12, 2		
6	B374012	R99003291	Helene S. Mills Senior Multi-Purpose Facility 515 John Wesley Dobbs Ave. Atlanta, GA 30312	1 HWH	1,999,900 BTUH		10, 12, 2		
				1 HWH	505,000 BTUH		10, 12, 2		
				1 CWS	160 Tons		3,6,9,12,2		
7	B326012	R99000508	Main (Aldredge) Health Center 909 Jesse Hill Drive Atlanta, GA 30303	1 CT	190 Tons		10, 12, 2		
8	B506011	R99002300	Judge Romae T Powell Juvenile Justice Center, 395 Pryor Street, Atlanta GA 30303	1 CWS	190 Tons		10, 12, 2		
				1CT	400 Tons	Monthly			
9	B815013	R99001969	Medical Examiner Building, 430 Pryor Street, Atlanta GA 3030	1 CWS	400 Tons		10,12, 2		
				1 CWS	90 Tons		10,12,2		
				1 HWH	1,430,000 BTUH		10, 12, 2		

Schedule shows the 'months' in which water from the equipment will be tested; 1 for January, 12 for December etc.  
1 Ton may be considered as equivalent to 4 GPM for CTs and 2 GPM for Chilled Water Supply. All BTUHs are input BTUs.

For a 35 deg. F temperature rise, BTUH may be taken as 17500 X gpm.

**Legend:**

- CT : Cooling Tower
- HWH: Hot Water System
- CWS: Chilled Water System
- LPSB: Low Pressure Steam Boiler

**Greater Fulton Service Area, South Zone**

Sl.No	Bldg. No	RWP No.	Facility Name & Address	Equipment	Capacity	Frequency	Schedule	Cost of Treatment per Visit	Annual Cost
1	B251013	R99000500	South Fulton Multi Purpose Center 4255 Will Lee Road College Park, GA 30349	1 CT 1 CWS	180 Tons 180 Tons	Monthly Quarterly	3, 6, 9, 12		
				2 HWH	2x2, 100,000 BTUH		10, 12, 2		
					1,000,000 BTUH		10, 12, 2		
4	B603013	R99000547	Elections Warehouse Building (Storage) 736 Cleveland Ave. East Point, GA 30354	1 LPSB	167,400 BTUH		10, 11, 12 1, 2, 3		
5	B205013	R99000535	South Fulton Tennis Center 5645 Mason Road College Park, GA 30349	1 HWH	900,000 BTUH		10, 12, 2		

S.I.No	Bldg. No	RWP No	Facility Name & Address	Equipment	Capacity	Frequency	Schedule Months	Treatment cost per visit	Annual Cost
6	B447013	R99000636	Cleveland Library 47 Cleveland Avenue Atlanta, GA 30315	1 HWH	866,400 BTUH		10, 12, 2		
7	B502013	R99000609	South Fulton Service Center 5600 Stonewall Tall Rd College Park, GA 30349	1 CT	90 Tons	Monthly			
				1 CWS	90 Tons	Quarterly	3, 6, 9, 12		
				1 HWH	750,000 BTUH		10, 12, 2		
8	B241013	R99000638	Cliffondale Recreation Center Elementary School 4399 Butler Road College Park, GA 30349	1 HWH	774,000 BTUH		10, 12, 2		
9	B440013	R99000636	Southwest Regional Library 3665 Cascade Road Atlanta, GA 30331	1 CWS	90 Tons	Quarterly	3, 6, 9, 12		
10	B235013	R99000639	Rico Community Center Old Elementary School 6505 Rico Road Palmetto, GA 30268	1 HWH	1,339,000 BTUH		10, 12, 2		
11	B373013		Southeast Neighborhood Senior Center 1650 Newtown Circle Atlanta, GA 30315	1 HWH	266,000 BTUH		10, 12, 2		
12	B371013		Hapeville Senior Center 515 King Arnold Street Hapeville, GA 30354	2HWH	2 x 327,000 BTUH		10, 12, 2		

13	B229313	R99001097	Tom Lowe Shooting Grounds 3025 Merck Road College Park, GA 30349	1 CWS	180 Tons	Quarterly	10, 12, 2		
14	B320013	R99000510	College Park Regional Health Center 1920 John Wesley Ave. College Park, GA 30337	1 CT	80 Tons	Monthly			
15	B301013		South Fulton Mental Health Center 1636 Connally Drive East Point, GA 30044	2 HWH	274,000 BTUH 675,000 BTUH		10, 12, 2		

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 BTUH may be taken as 17,500 x GPM.

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Greater Fulton Service Area, North Zone

Sl. No	Bldg. No	RWP No.	Facility Name & Address	Equipment	Capacity	Frequency	Schedule	Cost of Treatment per visit	Annual Cost
1	B601011	R99000507	North Fulton Service Center 7741 Roswell Road Roswell, GA 30328	1 CT	90 Tons	Monthly			
				1 CWS	90 Tons	Quarterly	3, 6, 9, 12		
				1 HWH	750,000 BTUH		10, 12, 2		

2	B370013	R99001878	Harriett G. Darrell Senior Multi-Purpose Facility Fairburn Rd., NW Atlanta, GA 30331	1CWS	110 Tons	Quarterly			
				1HWH	1,210,000 BTUH		10, 12, 2		
3	B891012	R99001877	New Horizon Neighborhood Senior Center 745 Orr St. Atlanta, GA 30318	1 HWH	399,000 BTUH		10, 12, 2		
4	B428012	R99001971	Northeast/Sprull Oaks Regional Library 9560 Sprull Rd Alpharetta, GA 30202	1 CWS	82 Tons	Quarterly			
				1 HWH	1,260,000 BTUH		10, 12, 2		
5	B504032	R99000518	Homeless Shelter – Old FC Jail	1 CWS	180 Tons	Quarterly			
				2 HWH	2 x 900,000 BTUH		10, 12, 22		
				1 HWH	300,000 BTUH		10, 12, 2		
6	B455012	R99003216	Dr. Robert E. Fulkon Regional Library at Ocee 5090 Abbotts Bridge Rd. Alpharetta, GA 30005	1CWS	120 Tons				
7	B501022	R99000532	Central Maintenance Facility 893 Marietta Boulevard Atlanta, GA 30318	2 HWH	2x 300,000 BTUH		10, 12, 2		

8 B606012 R99000678 Airport – Administration Building  
3952 Aviation Circle  
Atlanta, GA 30336

2 HWH

1,260,000  
BTUH

10, 12, 2

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Prices will remain firm for the duration of the contract.