



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**23ITB138778C-MH**

**DAIKIN Applied**

**For**

**Department Of Real Estate & Asset Management**

**Daikin Applied**

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## **CONTRACT AGREEMENT**

Contractor: **DAIKIN Applied**

Contract No.: **23ITB138778C-MH, Boiler Inspections and Preventive Maintenance**

Address: **1765 W Oak Pkwy,  
City, State marietta, GA 30062**

Telephone: **4042108293**

Email: **joseph.williams@daikinapplied.com**

Contact: **Joseph Williams  
District Services Sales Manager**

This Agreement made and entered into effective the 1st day of January, 2024 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **DAIKIN Applied**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

### **WITNESSETH**

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform To provide standby on site boiler inspection and preventative maintenance services for 27 boilers on an as needed basis located within selected Fulton county facilities, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

### **ARTICLE 1. CONTRACT DOCUMENTS**

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Payment & Performance Bonds (if applicable)

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on November 1, 2023 and 23-0767.

## ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

## ARTICLE 3. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to perform To provide standby on site boiler inspection and preventative maintenance services for 27 boilers on an as needed basis located within selected Fulton county facilities All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

## ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

#### ARTICLE 5. SERVICES PROVIDED BY COUNTY

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

#### ARTICLE 6. MODIFICATIONS

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

#### ARTICLE 7. SCHEDULE OF WORK

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

#### ARTICLE 8. MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

**a. Commencement Term**

The “Commencement Term” of this Agreement shall begin on 1<sup>st</sup> day of January, 2024, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2024. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2025	12-31-2025
2	12 months	01-01-2026	12-31-2026

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**ARTICLE 9. COMPENSATION**

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit D, Compensation.

The total contract amount for the Project shall not exceed \$100,000.00, (one hundred thousand dollars), which is full payment for a complete scope of work.

**ARTICLE 10. PERSONNEL AND EQUIPMENT**

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.



## ARTICLE 11. SUSPENSION OF WORK

**Suspension Notice:** The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

## ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

## ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

#### ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

## ARTICLE 15. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

## ARTICLE 16. INDEPENDENT CONTRACTOR

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

## ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

## ARTICLE 18. INDEMNIFICATION

**18.1 Non-Professional Services Indemnification.** Consultant/Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Consultant/Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the

extent allowed by law, the bankruptcy of Consultant/Contractor.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to 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 Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**18.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**18.3 Defense.** Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

#### **18.4 Separate Counsel.**

**18.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

**18.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant/Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

**18.5 Survival.** The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

#### **ARTICLE 19. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide

employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### ARTICLE 20. INSURANCE

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE 21. PROHIBITED INTEREST

##### Section 21.01 Conflict of interest:

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

##### Section 21.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### ARTICLE 22. SUBCONTRACTING

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

#### ARTICLE 23. ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

#### **ARTICLE 24. ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

#### **ARTICLE 25. AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

#### **ARTICLE 26. ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

**ARTICLE 27. VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

**ARTICLE 28. NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director of Real Estate and Asset Management  
141 Pryor St.  
Atlanta, Georgia 30303  
Telephone: 404-612-3772  
Email: [joseph.davis@fultoncountyga.gov](mailto:joseph.davis@fultoncountyga.gov)  
Attention: Joseph Davis

**With a copy to:**

Department of Purchasing & Contract Compliance  
Director  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)  
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

**DAIKIN Applied**  
**1765 W Oak Pkwy., marietta, GA 30062**  
Telephone: 4042108293  
Email: [joseph.williams@daikinapplied.com](mailto:joseph.williams@daikinapplied.com)  
Attention: Joseph Williams

**ARTICLE 29. JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of



Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

### ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

### ARTICLE 31. FORCE MAJEURE

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

### ARTICLE 32. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the

County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

### ARTICLE 33. INVOICING AND PAYMENT

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
  
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
  
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

**Payment of Sub-contractors/Suppliers:** The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Contractor; Release.** The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

#### ARTICLE 35. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

#### ARTICLE 36. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

**ARTICLE 37. WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

**FULTON COUNTY, GEORGIA**

**DAIKIN Applied**

DocuSigned by:

*Robert L. Pitts*  
14E1B4AA5E6A44A  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

*Joseph Williams*  
Joseph Williams  
District Services Sales Manager

ATTEST:

ATTEST:

DocuSigned by:

*Tonya R. Grier*  
EEC476C4837648D...  
Tonya R. Grier  
Clerk to the Commission

DocuSigned by:

*[Signature]*  
Secretary/  
Assistant Secretary

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

*Patrick O' Connor*  
88048F0EDCEC451  
Office of the County Attorney

*[Signature]*  
Notary Public

APPROVED AS TO CONTENT:

County: Hennepin

DocuSigned by:

*Joseph Davis*  
B20354A88008422...  
Joseph Davis, Director  
Department Of Real Estate & Asset  
Management

Commission Expires: 01-31-2027

(Affix Notary Seal)



ITEM#: _____	RCS: _____	ITEM#: 23-0767	RM: 11/1/2023
RECESS MEETING		REGULAR MEETING	

# **ADDENDA**

NO ADDENDA WAS ISSUED

# **EXHIBIT A**

## **GENERAL CONDITIONS**



## GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**No Special Conditions were required for this Project**

# **EXHIBIT C**

## **SCOPE OF WORK**

## **SCOPE OF WORK**

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The Contractor shall provide:

**SECTION 4****SCOPE OF WORK AND TECHNICAL SPECIFICATIONS****I. SCOPE OF WORK**

- A. Bidders shall inspect and provide preventative maintenance on the following:
1. Boilers/fireboxes/water heaters and perform the following preventive maintenance tasks as Indicated:
    - a. Drain and flush all steam boiler tubes and drums;
    - b. Open and clean obstructions from manholes and hand holes;
    - c. Remove soot and scale from firesides;
    - d. Test boiler safety valve and hand test under pressure; and
    - e. Any valve dated over five (5) years has to be bench tested.
  2. Inspect burners and flame controls and perform the following preventive maintenance tasks as Indicated:
    - a. Check flame safeguard controls and flame scanned devices for proper operation;
    - b. Check all pilot valves and cutoffs for proper operation;
    - c. Leak test all pilot valves and cutoffs;
    - d. Clean and adjust the pilot assembly; and
    - e. Clean burners on each unit.
  3. Inspect fuel systems and perform the following preventive maintenance tasks as Indicated:
    - a. Leak test all gas pressure valves, safety valves, regulators, switches, and cutoffs;
    - b. Check all gas pressure valves, safety valves, regulators, switches, and cutoffs for proper operation;
    - c. Adjust fuel systems using combination test instruments for complete combustion on forced draft boilers to: O<sub>2</sub> 7-10%, CO less than 10%, CO<sub>2</sub> less than 50 ppm documented test results required on each unit; and
    - d. Clean drip leg and strainer.
  4. Inspect linkages and pipes and perform the following preventive maintenance tasks as Indicated:
    - a. Tighten linkages;
    - b. Clean and unclog pipes;
    - c. Clean boiler breech, stack and inspect for corrosion to the point it exits in the mechanical room;
    - d. Clean strainers, blow downs and drip legs;
    - e. Check diaphragm valves for broken diaphragms; and
    - f. Check all piping for leaks and missing insulation and lagging (insulation on feed water and hot water pipes).

5. Inspect all water feed and condensate pumps and motors directly feeding makeup water to the and perform the following preventive maintenance tasks as Indicated:
  - a. Check for unusual noise and vibration;
  - b. Check for leaks;
  - c. Record voltages;
  - d. Meg and record motor winding resistance;
  - e. Lubricate motor bearings;
  - f. Check the coupling;
  - g. Inspect and tighten shaft keys and set screws; and
  - h. Clean float control in condensate tank and check for proper operation.
6. Inspect fans and perform and perform the following preventive maintenance tasks as Indicated:
  - a. Check for unusual noise or vibration;
  - b. Inspect and tighten shaft keys and set screws;
  - c. Inspect and tighten fan blades;
  - d. Check the fan belt tension and the belt condition; and
  - e. Lubricate shaft ball bearing
7. Inspecting motor starters and perform the following preventive maintenance tasks as Indicated:
  - a. Run diagnostic check;
  - b. Clean contacts;
  - c. Check linkage;
  - d. Check all terminals and tighten connections;
  - e. Check overloads;
  - f. Clean or replace air filters where required; and
  - g. Dry run starter (or before start-up); check status light
8. Inspect boiler controls and perform the following preventive maintenance tasks as Indicated:
  - a. Test all safety devices and alarms for proper operation during each visit;
  - b. Clean and verify operation of all pressure, operating, and high limit controls interlocks and gauges;
  - c. Clean and verify operation of all firing rate controls;
  - d. Clean and verify operation of all draft controls;
  - e. Calibrate or replace all pressure gauges, temperature sensors, and controls (controls listed in above three (3) lines);
  - f. Record original settings and settings after calibration;
  - g. Inspect electrical wiring, tighten connections, replace damaged wires; and
  - h. Check burner management on boiler systems for warnings or alarms.
9. Inspect low and high-water cutoff and perform the following preventive maintenance tasks as Indicated:

- a. Clean and recondition or replace low and high-water cutoff and water-feeding devices, feed water regulators, feed water heaters, etc...
  - b. Check for proper operation of all low and high-water cutoff controls and valves;
  - c. Test low and high-water cutoff switches and alarms for proper operation;
  - d. Clean and check all water columns, glass gauges and test cocks.
10. Inspect the outside finish on the unit and all components and perform the following preventive maintenance tasks as Indicated:
- a. Galvanized steel construction:
    1. Check for blemishes and signs of corrosion; and
    2. Clean the area and apply protective finished as needed, color match;
  - b. Stainless steel construction:
    1. Check for blemishes and signs of corrosion; and
    2. Clean the area as needed.
  - c. Painted surfaces:
    1. Check for blemishes and signs of corrosion; and
    2. Clean the area and applying protective finishes as needed, color match.
11. Boilers with heating elements:
- a. Inspect the boiler electric heating elements, perform continuity and amperage check of the elements
  - b. Check the thermostat operation
  - c. Check the limit switch operation
  - d. Check the CPU board for any visible signs of damages
  - e. Exercise the T&P valves for all boilers
  - f. Check electrical connection for all boilers
12. Boiler pumps to include recirculating pumps and hot water distribution pumps
- a. Lubricate the pumps
  - b. Perform amperage check of the pumps
  - c. Check pump performance for correct water flow
  - d. Check piping for restrictions
  - e. Clean the pumps strainers
  - f. Check the strainers for debris
  - g. Check all of the pumps components for correct operation
  - h. Test the water chemical level for all boilers/pumps
13. Water Pressure regulating valves for the Boilers



- a. Test the water pressure regulating valves for correct water flow
  - b. Check for any visible leaks
- B. If a piece of equipment cannot be repaired within the scope of this contract, then the unit has to be reassembled back to its original state and left in "as found" conditions. Contractor shall be responsible for all materials, equipment, and personnel to accomplish all tasks included in scope of work. Any unit or component disassembled has to be reassembled with new gasket materials. If a unit is rendered inoperative by the scope of this contract, the contractor should not start work on the next piece of equipment without the prior permission of the County's DREAM Department
- C. As the inspection and maintenance of each boiler is completed, a copy of the Inspection Report shall be hand delivered to the County's Facility Operations HVAC Manager, Charles Lyons. The Inspection and Maintenance Report shall be of sufficient detail to specify for contracted repair of failed or damaged components by manufacturer, name of component, model/part number, and estimate of labor. All specified parts shall be priced. Inspection Report recommendations that merely state "Repair of peripheral devices as noted" are not considered adequate deficiency reports.
- D. All of the aforementioned inspections and maintenance actions shall be fully documented.
- E. Fulton County reserves the right to delete and/or add facilities to be serviced under this agreement, as needs dictate. Additions to this listing shall be added subject to the same general conditions and priced consistent with those prices in effect at the time of addition. Amendments to this agreement shall be valid only upon issuance of a written change order issued by the Purchasing Department of Fulton County.
- F. Submit labor rates for testing, certification, and repairs outside the Scope of Work of this contract. Repairs not exceeding a total of \$500.00 may be performed with the written authorization of the County's Representative. Such repairs shall be billed at the above labor rate with the material price not to exceed Bidder's actual cost-plus ten percent (10%). The County reserves the right to request documentation of Bidder's cost.
- G. Performance on this agreement is restricted to the prime contractor. Subcontractors or collaborative proposals will not be allowed.
- H. The County's Building Maintenance Manager, or his designated representative(s), shall perform building access, and quality assurance inspections of the work performed by Bidder. The Building Maintenance Manager shall be the primary Project Manager.
- I. Surveillance and inspections shall be performed on a daily or periodic basis to validate that contract specifications have been met.
- J. While on site, Contractors are responsible for their own parking. Please note that Fulton County is a tobacco and drug-free workplace.
- K. Emergency Contact - the awarded Contractor shall be available for telephone consultation during the term of the contract and shall provide an up-to-date list of phone numbers to the Building Maintenance Manager in the event of emergencies.

- L. Scheduling - The first P.M. Inspection and Maintenance shall be completed between mid-December and before January 6, 2024. If renewed, annual inspections shall be completed by July 31<sup>st</sup> of each renewal year. The Building Maintenance Manager will schedule all work. Before each boilers inspection and maintenance work is to be performed, a minimum of two (2) weeks' notice shall be given to the contractor. All work shall be scheduled at the County's convenience and in cooperation with the County's representative. Scheduling may require approval and coordination with affected parties as coordinated through the County's Building Maintenance Manager. In either case, contractor must respond to request for service within twenty-four (24) hours of the call.
- M. There shall be no additional charge to the County for rescheduling work as long as a minimum of forty-eight (48) hours prior notice is given to contractor.
- N. Unless otherwise specified by the Building Maintenance Manager, no work shall be scheduled during the week of exams each semester.

## II. CONTRACTOR QUALIFICATIONS

- A. Contractor will work in accordance to all current Federal, State and Local Government Rules and Regulations and Fulton County policies. **Bidders shall provide with their response to this ITB an organizational chart for their company indicating the years of service with the company and total years of experience in the boiler field for each employee.** Also, Bidders shall provide the resumes, including years of experience in the boiler field, of the technicians proposed to service the County's account.
- B. **Bidders shall have five (5) years' experience in servicing and inspecting boilers and service technicians shall have three (3) years' experience servicing boilers**
- C. **Bidders shall furnish five (5) references from past jobs.** References shall include the name, date(s) of service, contact information, including phone and e-mail address and the scope of work provided. References shall be subject to verification and approval prior to awarding the contract. The successful Bidder must be certified by the manufacturer or acceptable alternative to perform maintenance on the boilers at the Northwest Library.

## III. SAFETY

- A. Bidders are responsible for compliance with all OSHA and other applicable safety regulations.
- B. Bidders shall take precautions to prevent building occupants and others from coming in contact with the work being carried out that may be hazardous to the safety of those individuals
- C. Bidders shall ensure that during all of the testing and inspection processes that damage does not occur to any equipment in and around the facility.

## IV. INVOICE REQUIREMENTS AND PAYMENTS

Boilers shall be invoiced individually by facility. Complete documentation of all inspections and maintenance work shall be completed and turned in to the Building Maintenance Manager before invoicing. All invoices shall specify this contract

number, building, manufacturer, and serial number. Invoicing shall be directed to Accounts Payable as stated in the Sample Contract.

**Note:** Payment will not be processed until the County's representative receives the required records as stated herein.

## V. WORKING HOURS

Normal working hours will be from 8:00 A.M. through 5:00 P.M. Monday through Friday, excluding Fulton County holidays. The successful contractor should be capable of responding to emergency calls within one (1) hour. The successful bidder(s) are required to maintain a point of contact for service twenty-four (24) hours per day, seven (7) days per week, including holidays. Failure to adhere to this paragraph can be grounds for termination of the contract. The successful contractor must respond to requests in accordance with the following criteria:

A	<b>Emergency Request</b>	Services must be provided within one (1) hour to mitigate the emergency situation
B	<b>Urgent Request</b>	Services must be provided within twenty-four (24) hours.
C	<b>Routine Request</b>	Services must be provided within three (3) days.

# **EXHIBIT D**

# **COMPENSATION**

## **COMPENSATION**

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$100,000.00 (One Hundred Thousand, Dollars and No Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

**BID FORM**

Submitted To: Fulton County Government

Submitted By: Daikin Applied

For: **Bid # 23ITB138778C-MH, Boiler Inspection and Preventive Maintenance**

Submitted on August 14, 2023.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT ARE GROUP A + B**

**\$27,051.00**

**(Dollar Amount In Numbers)**

**Twenty Seven Thousand and Fifty One Dollar.**

**(Dollar Amount in Words)**

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and

should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

**BASE BID AMOUNT**

**(Group A). Boiler Labor Rates (Worksheet):**

	<b>Description</b>	<b>Cost</b>	<b>Unit</b>
1	Normal Time of Operations: Mechanic	\$115.00	Per Hour
2	Normal Time of Operations: Helper	\$105.00	Per Hour
3	After Normal Time of Operations: Mechanic	\$172.50	Per Hour
4	After Normal Time of Operations: Helper	\$157.50	Per Hour
5	Weekend Hours: Mechanic	\$172.50	Per Hour
6	Weekend Hours: Helper	\$157.50	Per Hour
7	Holiday: Mechanic	\$230.00	Per Hour
8	Holiday: Helper	\$210.00	Per Hour
9	Miscellaneous Charges:	\$100.00	
10	<b>Total Cost for Line Items 1 -9 for Group A</b>	<b>\$1420.00</b>	

**Note: Normal Working Hours:** 8:00 A.M through 5:00 PM Monday through Friday

**After Working Hours:** 5:01 PM through 7:59 AM Monday through Friday including weekends and holidays.

**County Holidays:** County Holidays are: New Year's Day, MLK Day, President's Day, Memorial Day, 4<sup>th</sup> of July day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving (Thursday & Friday), Christmas Eve & Christmas Day, and New Year's

Eve.

<b>(Group B). LIST OF BOILERS (WORKSHEET)</b>					
<b>Item No.</b>	<b>Location</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Serial#</b>	<b>Price Per Inspection</b>
1	Central Maintenance Facility	RAYPAK	225708	0409225708	\$1162.00
2	Central Maintenance Facility	RAYPAK	225709	0409225709	\$1086.00
3	South Fulton Mental Health Center	LOCHINVAR	KBN286	1644103757055	\$1158.00
4	South Fulton Mental Health Center	RAY PAK	311822	1007311822	\$1056.00
5	Center for Health & Rehabilitation Main Building Basement Level Mechanical Room	AO SMITH	HW 160M 102	1749108417548	\$878.00
6	South Fulton Annex	RAYPAK	H7-0700A	D1183000843	\$1118.00
7	South Fulton Annex	RAYPAK	H7-0700A	D1183000837	\$1118.00
8	New Beginnings Senior Center	WEIL McLAIN	EVG399	18.PG120.44.03 64	\$919.00
<b>Item No.</b>	<b>Location</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Serial#</b>	<b>Price Per Inspection</b>
9	New Horizon Senior Center	WEIL McLAIN	EVG 399		\$919.00
10	Hapeville Senior Center	WEIL McLAIN	EVG 399	18.PG120.44.03 07	\$919.00
11	North Fulton Annex	RAYPAK	308803	1004308803	\$1118.00



**Bid # 23ITB138778C-MH**  
**Boiler Inspection and Preventive Maintenance**

**Section 2**  
**Bid Form**

12	Helene Mills Senior Center	AERCO AM Series	AM 1000B HXV	15320019	\$919.00
13	Darnell Senior Center	RAYPAK	C-R406A	1403375269	\$919.00
14	Fulton County Jail Intake Office/Hope Hall Drug Court Ground/Basement Floor Mechanical Room	AO SMITH	BTH-199 200 Series	16521044128	\$447.00
15	B504032 Fulton County Jail Intake Office/Hope Hall Drug Court Ground/Basement Floor Mechanical Room	RAYPAK	321561	11033211561	\$1045.00
16	Fulton County Jail Intake Office/Hope Hall Drug Court Ground/Basement Floor Mechanical Room	AO SMITH	BTH-199 200 Series	16521044128	\$374.00
<b>Item No.</b>	<b>Location</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Serial#</b>	<b>Price Per Inspection</b>
17	Fulton County Airport Brown Field Administration Building Floor 1 Mechanical Room	PEERLESS	211A-07-N	211A 9002-0893	\$720.00
18	Southeast Neighborhood Senior Center Main Building Floor 1 Mechanical Room	WATERPIK TECH.	195687	C01CK0047	\$720.00
19	Southeast Library	Lattner Space Saver	S105LW	57016	\$1107.00
20	North West Library	WEIL McLAIN	Blr#1SF550		\$720.00
21	North West Library	WEIL McLAIN	Blr#2SF550		\$647.00

**Bid # 23ITB138778C-MH**  
**Boiler Inspection and Preventive Maintenance**

**Section 2**  
**Bid Form**

22	Northeast/Spruill Oaks Branch Main Building Floor 1 Mechanical Room	LOCHINVAR	CHN 1260	J973382	\$1118.00
23	Cliftdale Park Community Center Floor 1 Mechanical Room	YORK SHIPLEY INC.	300000000	5PLCL0393401	\$1118.00
<b>Item No.</b>	<b>Location</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Serial#</b>	<b>Price per Inspection</b>
24	Central Library	LAARS	MGH2000NJA3 BX	N19296334	\$1045.00
25	Central Library	LAARS	MGH2000NJA3 BA	N19296337	\$1045.00
26	Cleveland Avenue Branch Main Building Floor 1 Mechanical Room	LOCHINVAR	FTX400N	1934116083588	\$1118.00
27	Cleveland Avenue Branch Main Building Floor 1 Mechanical Room	A O SMITH	E6-50H45DV		\$1118.00
	<b>Total Cost for Line Items 1 - 27 for Group B</b>				\$25,631.00

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.  
Enclosed is a Bid Bond in the approved form, in the sum of:

\_\_\_\_\_ N/A \_\_\_\_\_ Dollars

(\$ N/A ) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

**BIDDER:** Daikin Applied

Signed by: Joseph Williams  
**[Type or Print Name]**

Title: District Service Sales Manager

Business Address: 1765 West Oak Pkwy  
Suite 500  
Marietta, GA 30062

Business Phone: 404-210-8293

**Note:** If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

***Name***

Katsuhiko Takagi  
Jeff Dreese  
Yasuhisa Kumada  
Ronald J. Pederson  
William J. Mateikis  
Alan D. Proffitt  
Blake Dickey

***Address***

13600 Industrial Park Boulevard, Minneapolis, MN 55441  
13600 Industrial Park Boulevard, Minneapolis, MN 55441  
13600 Industrial Park Boulevard, Minneapolis, MN 55441  
9920 Corporate Campus Drive, Suite 2200 Louisville, KY 40223  
13600 Industrial Park Boulevard, Minneapolis, MN 55441  
9920 Corporate Campus Drive, Suite 2200 Louisville, KY 40223  
1765 West Oak Pkwy, Marietta, GA 30062

***END OF SECTION***

# **EXHIBIT E**

## **PURCHASING FORMS**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

**Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

STATE OF GEORGIA  
COUNTY OF FULTON

FORM A: 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 services<sup>1</sup> under a contract with [insert name of prime contractor] Daikin Applied Americas, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>2</sup>, 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.

149243  
EEV/Basic Pilot Program\* User Identification Number  
Daikin Applied America, Inc.  
Joseph Williams

BY: Authorized Officer of Agent  
(Insert Contractor Name)

District Service  
Title of Authorized Officer or Agent of Contractor

Joseph Williams  
Printed Name of Authorized Officer or Agent

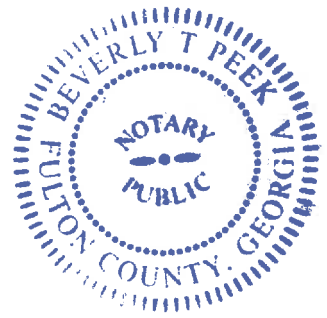
Sworn to and subscribed before me this 15<sup>th</sup> day of August, 2023

Notary Public: Beverly T Peek

County: Fulton

Commission Expires: \_\_\_\_\_

BEVERLY T PEEK  
NOTARY PUBLIC  
FULTON COUNTY, GEORGIA  
MY COMMISSION EXPIRES  
FEBRUARY 4, 2024



<sup>1</sup>O.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.

<sup>2</sup>[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

Not Applicable

**FORM B: 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 services<sup>3</sup> 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<sup>\*,4</sup> 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: \_\_\_\_\_

<sup>3</sup>O.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.

<sup>4</sup>\*[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].



Bid # 23ITB138778C-MH  
Boiler Inspection and Preventive Maintenance

Section 6  
Purchasing Forms & Instructions

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: Daikin Applied Americas, Inc.

Performing work as: Prime Contractor  Sub-Contractor

Professional License Type: Conditioned Air – Non Restricted

Professional License Number:         CN007270        

Expiration Date of License:         11-2023        

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:         Joseph Williams        

Date:         08-15-2023        

**(ATTACH COPY OF LICENSE)**

12/9/21, 2:37 PM

Details



# PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

## Licensee Details

### Licensee Information

**Name:** Robert Wesley Haley

**Address:**

Jackson GA 30233

### Primary Source License Information

<b>Lic #:</b> CN007270	<b>Profession:</b> Conditioned Air	<b>Type:</b> Conditioned Air Non-Restricted
<b>Secondary:</b>	<b>Method:</b> Examination	<b>Status:</b> Active
<b>Issued:</b> 11/14/1991	<b>Expires:</b> 11/30/2023	<b>Last Renewal Date:</b> 10/6/2021

### Associated Licenses

**Relationship:** Qualifying Agent

**Licensee:** Daikin Applied Americas Corp

**License Type:** Conditioned Air Company

**License #:** GAREGCN007270

**License Status:** Active

**Established:** 12/21/2017

**Association Date:** 12/21/2017

**Expiry:**

**Type:** Prerequisite

### Public Board Orders

Please see Documents section below for any Public Board Orders

### Other Documents

No Other Documents


Data current as of: December 9, 2021 14:37:27

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

**GEORGIA**  
DRIVER'S LICENSE

Governor: *B. Perdue*

Commissioner: *Stephan L. Moore*


**DRIVER'S LICENSE** DL 

4d DL NO. **002380911** 3 DOB **09/29/1951**  
9 CLASS **C** 4b EXP **09/29/2028**  
2 **ROBERT WESLEY**  
1 **HALEY**

5 2748 HIGHWAY 36 W  
JACKSON, GA 30233-6148  
BUTTS

12 REST **A**  
9a END **NONE**  
4a ISS **09/16/2020**  
15 SEX **M** 18 EYES **BLU**  
16 HGT **6'-02"** 17 WGT **305 lb**

6 DD 430016390210032701



01/02/2019  
www.dds.georgia.gov



10002904575



MEDICAL INFORMATION: NONE

CLASS: C-≤ 26,000 lbs. GVWR and Trailer ≤ 10,000 lbs. All recreational vehicles included

ENDORSEMENTS: NONE

RESTRICTIONS: A-None



DOB: 09/29/1951

**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

See the attached list of officers of Daikin Applied Americas Inc. d/b/a Daikin Applied

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Daikin Applied has been apart of this agreement for the past 3 years. Over this time we have went from 12 service technicians to now having over 30 technicians in Atlanta that are capable on working on this contract. We have grown from a 12 million dollar business to a 25 million business in this same time

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

No Such relationship exist

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES  NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES  NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES  NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES  NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES  NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES  NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer),

been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:            YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 15 day of AUGUST, 2023

DAIKIN APPLIED 8-15-2023  
(Legal Name of Proponent) (Date)

Joseph Williams 08-15-2023  
(Signature of Authorized Representative) (Date)

District Service Sales Manager  
(Title)

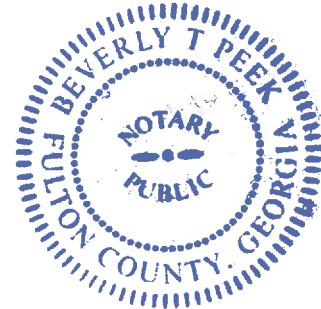
**Sworn to and subscribed before me,**

This 15<sup>th</sup> day of August, 2023

Beverly T Peek  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

BEVERLY T PEEK  
NOTARY PUBLIC  
FULTON COUNTY, GEORGIA  
MY COMMISSION EXPIRES  
FEBRUARY 4, 2024





# City of Marietta Business License and Revenue Division

205 LAWRENCE ST NE \* DRAWER 609 \* MARIETTA GA 30061  
(770) 794-5520



## BUSINESS LICENSE/OCCUPATION TAX CERTIFICATE PLEASE DISPLAY AT ALL TIMES

SUBJECT TO ALL ORDINANCES OF MAYOR AND COUNCIL  
NOT TRANSFERABLE

ACCOUNT NUMBER 9925100 1711003

NUMBER 00069978

DAIKIN APPLIED AMERICAS INC  
PO BOX 1551  
MINNEAPOLIS MN 55440-1551

FOR YEAR 2023  
EXPIRATION DATE 12/31/23  
BEGIN OPERATION DATE 9/21/09

NOTIFY THIS OFFICE OF ANY  
CHANGE OF ADDRESS,  
OWNERSHIP, FIRM NAME, OR  
CLASSIFICATION

OWNER DAIKIN APPLIED AMERICAS INC

### DESCRIPTION OF SIC CODE

AIR CONDITIONING & HEATING CONT  
CLASS 2C

\$ 1302.00

BUSINESS ADDRESS:  
1765 WEST OAK PKWY 500  
MARIETTA GA 30062



TAX \$ 1302.00

PENALTY \$ 169.26

TOTAL \$ 1471.26

DATE PAID 4/24/23

SIGNED

Kimberly Robinson

# **EXHIBIT F**

## **CONTRACT COMPLIANCE FORMS**



## Not Applicable

### EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

**Prime Bidder/Proposer Company Name** \_\_\_\_\_

**ITB/RFP Name & Number:** \_\_\_\_\_

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , is  a minority or female owned and controlled business enterprise.  **African American (AABE)**;  **Asian American (ABE)**;  **Hispanic American (HBE)**;  **Native American (NABE)**;  **White Female American (WFBE)**;  **Small Business (SBE)**;  **Service Disable Veteran (SDVBE)**  **Disadvantage Business (DBE)** **\*\*If yes, Prime must submit a copy of recent certification.**

Male or  Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ \_\_\_\_\_ Or \_\_\_\_\_ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
<b>% of JV</b>		<b>% of JV</b>	
<b>Ethnicity</b>		<b>Ethnicity</b>	
<b>Gender</b>		<b>Gender</b>	
<b>Certified (Y or N)</b>		<b>Certified (Y or N)</b>	
<b>Agency</b>		<b>Agency</b>	
<b>Date Certified</b>		<b>Date Certified</b>	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) 0

Total Percentage of Certified Subcontractors: (%) 0

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: Joseph Williams Title: Daistrict Service Sales Manager

Business or Corporate Name: Daikin Applied Americas, Inc. d/b/a Daikin Applied

Address: 1765 West Oak Parkway, Marietta, GA 30062

Telephone: (404 ) 210-8293

Fax Number: ( ) \_\_\_\_\_

Email Address: joseph.williams@daikin Applied.com

**UTILIZATION REPORT – Post Award**

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.



**EXHIBIT B2 FORM**  
**SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE**  
**PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage

**SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE  
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage



**EXHIBIT C  
FORM SUBCONTRACTOR**

Certification Designation: A.ABE -- African American Business Enterprise, HBE -- Hispanic American Business Enterprise, NABE -- Native American Business Enterprise, ABE -- Asian American Business Enterprise, FBE -- Female Business Enterprise, MBE -- Minority Business Enterprise, SDVBE -- Service Disabled Veteran Business Enterprise, SBE -- Small Business Enterprise, DBE -- Disadvantage Business Enterprise

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact

**EXHIBIT C  
FORM SUBCONTRACTOR**

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact

Company Name: Daikin Applied Americas, Inc. d/b/a Daikin Applied Project # & Title: \_\_\_\_\_

Printed Signature: *Joseph Williams* Date: 08-15-2023



08-15-2023

## EBO Plan

1725 West Oak Pkwy  
Marietta, Ga 30062

To Whom it may concern,

Daikin applied intends to self-perform bid 23ITB138778C-MH Boiler Inspection and Preventive Maintenance Services. We have chosen to self-perform for the following reason

1. Level of training that is required to work on the sophisticated equipment associated with this bid
2. Safety is of the up most importance to DAIKIN Applied we strive to have TRIR score o below 1.0 our current score is .9.
3. DAIKIN Applied will be ultimately responsible for the service put forth. We cannot control this if we are not self-performing this bid.

Sincerely,

Joseph Williams  
SSR  
Daikin Applied  
404-210-8293  
[joseph.williams@daikinapplied.com](mailto:joseph.williams@daikinapplied.com).

## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/03/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MARSH USA LLC. 400 West Market Street, Suite 700 Louisville, KY 40202 Attn: Louisville.certrequest@marsh.com  CN101863513-DAA-USLH-23-24	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <span style="float: right;"><b>FAX (A/C. No):</b></span> <b>E-MAIL ADDRESS:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b> Mitsui Sumitomo Insurance USA Inc</td> <td>22551</td> </tr> <tr> <td><b>INSURER B :</b> Sentry Casualty Company</td> <td>28460</td> </tr> <tr> <td><b>INSURER C :</b> Sentry Insurance Company</td> <td>24988</td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Mitsui Sumitomo Insurance USA Inc	22551	<b>INSURER B :</b> Sentry Casualty Company	28460	<b>INSURER C :</b> Sentry Insurance Company	24988	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A :</b> Mitsui Sumitomo Insurance USA Inc	22551														
<b>INSURER B :</b> Sentry Casualty Company	28460														
<b>INSURER C :</b> Sentry Insurance Company	24988														
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															

**COVERAGES** **CERTIFICATE NUMBER:** CLE-006578028-09 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> OPERATIONS / LOCATIONS <input type="checkbox"/> VEHICLES <input type="checkbox"/> LOC Evidence On <input type="checkbox"/> OTHER:			GL 2122557 (subject to self-insured retentions for various perils covered)	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BVR8406442 (AOS)  BVM8803074 (MA)	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$			UMB5700287	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			90-20216-002 (Daikin Ded.)	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C			N/A	90-20216-003 (Daikin Retro)	04/01/2023	04/01/2024	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**CERTIFICATE HOLDER**

**CANCELLATION**

Daikin Applied Americas Inc. d/b/a Daikin Applied 13600 Industrial Park Boulevard Minneapolis, MN 55441	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA LLC  
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**EXHIBIT H**

**PAYMENT & PERFORMANCE BONDS**

**NON-APPLICABLE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/03/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MARSH USA LLC. 400 West Market Street, Suite 700 Louisville, KY 40202 Attn: Louisville.certrequest@marsh.com  CN101863513-DAA-GAWU-23-24      2759      Reich      SO	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>CONTACT NAME:</b> GeeAnn Missi</td> <td><b>FAX (A/C, No):</b> 212-948-0804</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> 866-966-4664</td> <td></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> Louisville.CertRequest@marsh.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A :</b> Mitsui Sumitomo Insurance USA Inc</td> <td style="text-align: right;">22551</td> </tr> <tr> <td><b>INSURER B :</b> Sentry Casualty Company</td> <td style="text-align: right;">28460</td> </tr> <tr> <td><b>INSURER C :</b> Sentry Insurance Company</td> <td style="text-align: right;">24988</td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> GeeAnn Missi	<b>FAX (A/C, No):</b> 212-948-0804	<b>PHONE (A/C, No, Ext):</b> 866-966-4664		<b>E-MAIL ADDRESS:</b> Louisville.CertRequest@marsh.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A :</b> Mitsui Sumitomo Insurance USA Inc	22551	<b>INSURER B :</b> Sentry Casualty Company	28460	<b>INSURER C :</b> Sentry Insurance Company	24988	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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**COVERAGES      CERTIFICATE NUMBER:** CLE-006419911-18      **REVISION NUMBER:** 5

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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	X	X	UMB5700287	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	90-20216-002 (Daikin Ded.) 90-20216-003 (Daikin Retro)	04/01/2023 04/01/2023	04/01/2024 04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Replacement/Refurbishment of Air Handling Units 19RFP020819K - MH  
 Fulton County Government, its officials, officers and employees is/are included as additional insured (except workers compensation) where required by written contract and allowed by law. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract and allowed by law. Umbrella coverage is follow form, per policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  Fulton County Government Attn: Purchasing Department 130 Peachtree Street SW, Suite 1168 Atlanta, GA 30303	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: right;"><i>Marsh USA Inc.</i></div>
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