



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**23ITB110923C-GS (B)**

**HVAC On-Call Maintenance Services Countywide**

**For**

**Department of Real Estate & Asset Management**

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## CONTRACT AGREEMENT

Contractor: **TRANE US, INC.**

Contract No.: **23ITB110923C-GS, (B) HVAC On-Call Maintenance Services  
Countywide**

Address: **4000 Dekalb Technology Pkwy Suite 100**  
City, State **Doraville, GA 30340**

Telephone: **(504) 434-3845**

Email: [\*\*iferina@trane.com\*\*](mailto:iferina@trane.com)

Contact: **Janice Ferina**  
**Contract Analysis**

This Agreement made and entered into effective the 6th day of March 2024 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **TRANE US, INC.**, 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 provide all labor, equipment, replacement parts and related components to provide HVAC On-Call Maintenance Services Countywide of air conditioning systems on an as needed basis at 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 March 6, 2024, 24-0162 (B).

## **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 provide all labor, equipment, replacement parts and related components to provide HVAC On-Call Maintenance Services Countywide of air conditioning systems on an as needed basis at 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 6th day of March 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 \$350,000.00, (Three Hundred Fifty Thousand Dollars and No Cents), 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 thereof, 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.** 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 Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the 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 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 Contractor.

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.

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 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 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 Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**18.3 Defense.** Contractor, at 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 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, 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, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that 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 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, 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, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

**18.4.2 Voluntary Separate Counsel.** Notwithstanding 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 Contractor has complied with all of 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 Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). 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 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:

Department of Real Estate and Asset Management  
Director  
141 Pryor Street, S. W., Suite G-119  
Atlanta, Georgia 30303  
Telephone: (404) 612-5933  
Email: [joseph.davis@fultoncountyga.gov](mailto:joseph.davis@fultoncountyga.gov)  
Attention: Joseph N. 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:

Trane US, Inc.  
4000 Dekalb Technology Pkwy Suite 100  
Doraville, GA 30340  
Telephone: (404) 321-7500  
Email: [jferina@trane.com](mailto:jferina@trane.com)  
Attention: Janice Ferina  
Contract Analysis

**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**

**TRANE US, INC.**

Signed by:  
Robert L. Pitts  
14E1B4AA5F6A44A...  
**Robert L. Pitts, Chairman**  
**Fulton County Board of**  
**Commissioners**

Janice Ferina  
**Janice Ferina**  
**Contract Analysis**

**ATTEST:**

**ATTEST:**

DocuSigned by:  
Tonya Grier  
EEC476C4837648D...  
**Tonya R. Grier**  
**Clerk to the Commission**



**(Affix County Seal)**

Signed by:  
Secretary/ Assistant Secretary  
**Secretary/ Assistant Secretary**

**(Affix Corporate Seal)**

**APPROVED AS TO FORM:**

**ATTEST:**

DocuSigned by:  
Patrick O'Connor  
68048F0EDCEC451...  
**Office of the County Attorney**

Tonya Taldon  
**Notary Public**

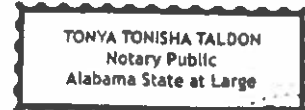
**APPROVED AS TO CONTENT:**

County: Mobile

Signed by:  
Joseph N. Davis  
E45C5C5F17FB417...  
**Joseph N. Davis, Director**  
**Department of Real Estate & Asset Management**

Commission Expires: 06/16/2027

**(Affix Notary Seal)**



My Commission Expires  
June 16, 2027

24-0162B 3/6/2024  
**ITEM#: \_\_\_\_\_ RM: \_\_\_\_\_**  
**REGULAR MEETING**

# **ADDENDA**

# **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 all labor, equipment, replacement parts and related components to provide HVAC On-Call Maintenance Services Countywide of air conditioning systems on an as needed basis at Fulton County facilities.**

## **SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

Contractors shall furnish all materials, labor, tools, equipment, and appurtenances necessary to provide HVAC On Call Maintenance Services Countywide to include the following:

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

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

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

## **REPRESENTATIVE EQUIPMENT LISTING**

1. General purpose motor controllers using solid state and relay control.
2. Refrigerant management system and refrigerant leak monitoring systems.
3. Reliance electric VTAC III, Magnetec, ABB, Eaton, Yasakawa, Johnson Control, and other makes of variable speed drives.

4. Krueger, Envirotec, Titus etc., VAV boxes and PIU units.
5. Johnson Controls C210, VAV 110, VMA, FEC controllers. JACE network engines and other BAS devices other than the aforementioned.
6. Split system air conditioning units manufactured by Carrier, York, GE Lenox, etc., 3 to 10 tons capacity.
7. Package air conditioning units manufactured by Daikin, Lenox, Carrier, York, Trane, etc., and 5 to 40 tons capacity.
8. Air handling units manufactured by Carrier, Trane, Honey-Well, and others with motor capacity varying from 1/4 HP to 40 HP.
9. Chillers 25 Tons to 880 Tons capacity, with air cooled and water cooled.
10. Hot water heaters, natural gas fired, up to 1,750,000 BTU input, of RUUD, Bradford-White, State, American Cater, Triad, Raypak, York and other models.
11. Natural gas fired and oil fired boilers, up to 2,000,000 BTU input and 160 PSI pressure of Carrier, Raypak Steam Pak, Kewanee, Rudd, York, and other models.
12. Isolation valves, butterfly valves, gate valves and globe valves of assorted makes.
13. Electrically/pneumatically operated valves. Valve positioners and indicators (Bray, Keystone, Etc.).
14. Raised floors cooling/heating, Liebert and AGU's units up to 100 tons. 15. Heating, Air-Conditioning and Humidity Control with Pool-Pak', Desert Air, Carrier, 'Dektron' units, and others.

## **REPRESENTATIVE SYSTEM LISTING**

HVAC Systems in the county makes use of variety of control systems. The system includes:

- Johnson Controls 'Metasys'
- Siemens 'Desigo'
- Trane Es/Sc
- Automated Logic Controls/Carrier Controls
- Control Concept Inc.

Contractor shall be conversant in troubleshooting these systems.

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

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

**WORKING HOURS**

Contractors shall have the capability to respond within two (2) hours to minimum simultaneous call-outs at different locations throughout the contract period. Fulton County estimates, but does not guarantee, a minimum of five hundred (500) compensable man-hours annually. Fulton County will designate in writing, those County personnel authorized to direct call-outs of contractor's personnel.

It shall be the intent of operation under the proposed contract that work tasks will be assigned in no less than four (4) hour blocks per call-out. It may be necessary to deviate from this policy in case of emergencies. When called out, the contractor's technician(s) will be given specific work tasks (County terminology is 'service orders') to perform in specific County facilities.

The Department of Real Estate and Asset Management anticipates the majority of call-outs will occur during normal County operating hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except designated County holidays, which are New Year's Day, Martin Luther King, Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day and New Year's Eve.

Contractor must respond to requests for service in accordance with the following criteria:

Contractor must respond to requests for service in accordance with the following criteria:

<b>A</b>	<b>Emergency Request</b>	Services must be provided within two (2) hours
<b>B</b>	<b>Urgent Request</b>	Services must be provided within four (4) hours.
<b>C</b>	<b>Routine Request</b>	Services must be provided within eight (8) hours.

**BIDDERS QUALIFICATIONS:**

1. Contractor must provide proof of having at least ten (10) years of experience maintaining HVAC systems, which shall include chillers of capacity not less than 100 tons.
2. Contractor must acknowledge and certify that their company is qualified, and their technicians are trained and certified for maintenance services and refrigerant handling. Technicians must be certified per federal, state and/or local regulations for work related tasks.

**Required License/Certification:**

1. Georgia Professional License (Applicable)
2. GA-Georgia Conditioned Air Contractor
3. Boiler License, Class II

#### 4. Refrigerant license 608 issued by EPA

##### **COMPANY PERSONNEL**

All personnel of the company that will work on the Fulton County facilities must be uniformed with their company logo clearly visible on their uniform. The vehicle should have the company's name printed at the back or sides of the vehicle(s). At least one contact person on each crew must be able to communicate verbally with the Fulton County Contract Administrator to resolve any issues on site. At least one member of each crew that works on Fulton County sites must have a valid Georgia Driver's License.



# **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 \$350,000.00 (Three Hundred Fifty 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: Trane U.S. Inc.

For: **23ITB116923C-03 HVAC On Call Maintenance Services Countywide**

Submitted on January 16, 2024

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 opening 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 (The award will be based on the Total Cost for year 2024 Hourly Rate )  
(Do not include any Bid Alternates)**

**\$ 260.00**  
\_\_\_\_\_

(Dollar Amount in Numbers)

**Two-hundred and sixty dollars**  
\_\_\_\_\_

(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

23RFB14023C-06  
MVIC On Call Maintenance Services Countywide

Section 2  
Bid Form

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**

Prices shall be quoted separately for Year 2024 (we are only evaluating on one year 2024) and option years 2025 and 2026

Description	Hourly Labor Rate 2024	Hourly Labor Rate 2025	Hourly Labor Rate 2026
1 Normal Business Hours	\$ 114.00	\$ 118.56	\$ 123.30
2 Weekends, Holidays and Hours beyond Normal Business Hours	\$ 146.00	\$ 151.48	\$ 157.91
3 Trip Charge per Call (if applicable)	\$ \$0.00	\$ \$0.00	\$ \$0.00
4 Total Cost (Line Item 1 thru 3)	\$ 260.00	\$ 270.04	\$ 281.21

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

Man hours are charged from the time the call is reserved

Man hours are charged from the time the technician arrives on the site

If trip charges are applicable explain how that will be applied in the event of multiple calls

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337B18822C-03  
HWAG On Call Maintenance Services Countywide

Section 3  
Bid Form

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 # No published Addendum DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

BIDDER: \_\_\_\_\_

Signed by Jamir Ferina  
(Type or Print Name)

Title Contract Analyst

Business Address 4000 Dekalb Technology Parkway, Bldg 100  
Atlanta, GA 30340

Business Phone 504-434-3845

337B11063PC-08  
HVAC On Call Maintenance Services Countywide

Section 2  
Bid Form

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

Janice Ferina

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address

4000 Dekalb Technology Parkway, Bldg 100, Atlanta, GA 30340

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF SECTION



Trane U.S. Inc.  
2213 South 20th Street (Building 12-1)  
La Crosse, WI 54601USA  
T: (608) 787-2000

**CERTIFICATE OF AUTHORIZATION**

I, Scott Smillie, Assistant Secretary of Trane U.S. Inc., 2213 South 20<sup>th</sup> Street, La Crosse, WI 54601, a Delaware corporation, do hereby certify that Janice Ferina, who signed the attached document, is Contract Analyst for Trane U.S. Inc. and that she is duly authorized to execute such documents on behalf of the corporation in connection with the following Contract:

*INVITATION TO BID 23ITB110923C-GS  
HVAC On Call Maintenance Services Countywide  
For  
Department of Real Estate & Asset Management*

(CORPORATE SEAL)



A handwritten signature in black ink, appearing to read "S. Smillie", is written over a horizontal line.

Scott Smillie - Assistant Secretary

01/11/2024

Date

# **EXHIBIT E**

## **PURCHASING FORMS**



23/78110023C-06  
HVAC On Call Maintenance Services Contract

Section 8  
Purchasing Forms & Instructions

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) Trane U.S. 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.

205981  
EEV/Basic Pilot Program<sup>3</sup> User Identification Number

Janice Ferina  
BY Janice Ferina Authorized Officer of Agent  
(Insert Contractor Name)

Regional Contract Analyst  
Title of Authorized Officer or Agent of Contractor

Janice Ferina  
Printed Name of Authorized ~~XXXX~~ Agent

Sworn to and subscribed before me this 8th day of January, 2024

Notary Public: Janice Ferina

County: Mobile

Commission Expires 06/16/2027

10076 104-584 TA.004  
Notary Public State of Alabama  
Alabama State At Large  
My Comm. expires 12-31-25  
06/16/2027

<sup>1</sup>O.C.G.A. § 13-10-91(c), as amended by Senate Bill 146, 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, RFP, BFP, etc.) or contracts wherein the labor or services exceed \$2,000.00, except for those individuals licensed pursuant to §§ 44 or Title 45 or by the State Bar of Georgia and in a good standing when such services to be rendered by such individuals.

<sup>2</sup>Many of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization programs operated by the United States Department of Homeland Security to verify information of security based employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-461).

## Form B: Georgia Security and Immigration Subcontractor Affidavit

N/A

237B11082C-GS Section 6  
HVAC On Call Maintenance Services Contract Purchasing Form & Instructions

**FORM C1: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

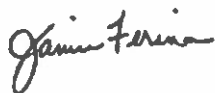
Contractor's Name: Trane U.S. Inc.

General Contractor's License Number: GCC0006345

Expiration Date of License: 6/30/2024

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

Signed:



Date:

01/11/2024

(ATTACH COPY OF LICENSE)



Department of Planning & Sustainability  
Division of Business Licensing  
178 Sams Street, Decatur, GA 30030  
(404) 371-2461  
**BUSINESS AND OCCUPATIONAL TAX CERTIFICATE**

TRANE USA INC  
4000 Dekalb Technology Pkwy Ste 100  
Atlanta, GA 30340


Business Name:  
TRANE  
4000 DEKALB TECHNOLOGY PKWY STE 100  
DORAVILLE, GA 30340-

This is your Business and Occupation Tax Certificate for 2023. We are pleased that you are doing business in DeKalb County and hope you have great success in your enterprise this year.

.....  
Detach the certificate below and display it for public view at your place of business.

This certificate must be displayed for public view

<b>Not Transferable</b>	Department of Planning & Sustainability 178 Sams Street, Decatur, GA 30030	
	<b>BUSINESS AND OCCUPATIONAL TAX CERTIFICATE</b>	
TRANE USA INC 4000 Dekalb Technology Pkwy Ste 100 Atlanta, GA 30340		<b>ACCOUNT: 236167</b>
	<b>DeKalb County</b> GEORGIA	<b>EXPIRES:</b>
	20	23 12/31/2023
TRANE 4000 DEKALB TECHNOLOGY PKWY STE 100 DORAVILLE, GA 30340-		
<b>Business Description: HVAC SALES AND SERVICE</b>		
This certificate is only valid at this location and when the location conforms to DeKalb County's Zoning Regulations		



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
State Licensing Board for Residential and General Contractors  
**LICENSE NO. GCQA006343**

**Michal K Banik**  
3020 Westmoreland Dr  
Birmingham AL 35223


Company Name: Trane U.S. Inc  
Company License NO: GCCO006345  
**General Contractor Qualifying Agent**

EXP DATE - 06/30/2024 Status: Active  
Issue Date: 05/06/2019

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.  
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.  
Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site - [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).  
Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
437 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Michal K Banik  
3020 Westmoreland Dr  
Birmingham AL 35223



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
State Licensing Board for Residential and General Contractors  
License No. GCQA006343

**Michal K Banik**  
3020 Westmoreland Dr  
Birmingham AL 35223

Company Name: Trane U.S. Inc  
Company License NO: GCCO006345  
**General Contractor Qualifying Agent**

EXP DATE - 06/30/2024 Status: Active  
Issue Date: 05/06/2019

23TB110822C-08 Section 6  
HVAC On Call Maintenance Services Contract Purchasing Form & 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 **Trane U.S. Inc.**

Performing work as Prime Contractor  Sub Contractor

Professional License Type **Conditioned Air Non-Restricted**

Professional License Number **CN007347**


Expiration Date of License **11/30/2025**

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

Signed: 

Date: **01/11/2024**

**(ATTACH COPY OF LICENSE)**



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
**Georgia Construction Industry Licensing Board**  
**LICENSE NO. CN007347**  
**Terry Kevin Cox**

**250 Glen View**  
**Hoschton GA 30548**

**Conditioned Air Non-Restricted**

**EXP DATE - 11/30/2025 Status: Active**  
**Issue Date: 02/17/1992**

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.


Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site - [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Terry Kevin Cox  
250 Glen View  
Hoschton GA 30548



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
**Georgia Construction Industry Licensing Board**  
**License No. CN007347**  
**Terry Kevin Cox**

**250 Glen View**  
**Hoschton GA 30548**

**Conditioned Air Non-Restricted**

**EXP DATE - 11/30/2025 Status: Active**  
**Issue Date: 02/17/1992**

**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

Officers and directors of the Corporation will not have a role in the management or operation of this project.

- 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

Trane has increased our service agreement base by approximately thirty percent (30%) in the past five years. Trane has also added approximately fifteen percent to our technician workforce. Over the past five years, Trane's customer satisfaction is in the 90 percentile range

- 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.

Various Trane employees have Performed work for Fulton County and have only received direct compensation as direct employees. Employees have not been paid or received any revenue or compensation directly from Fulton County



ZSTB118823C-05  
FYAC On Call Maintenance Services Contract

Section 6  
Purchasing Forms & Instructions

**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),

231781106230-G0  
MVAG On Call Maintenance Service Contract

Section 1  
Purchasing Form & Instructions

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 disclosures 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]

227B114822C-08  
147AC On Call Maintenance Services Contract

Section 6  
Purchasing Form & Instructions

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 8th day of January 2024

Janice Ferina 01/08/2024  
(Legal Name of Proponent) (Date)

*Janice Ferina* 01/08/2024  
(Signature of Authorized Representative) (Date)

Regional Contract Analyst  
(Title)

Sworn to and subscribed before me,

This 8th day of January 2024

*Tina Tindal TOD*  
(Notary Public)

IGNEA FOR SHIA TALBON  
Notary Pub - State of Alabama  
Alabama State At Large  
(Seal) 06/16/2027

Commission Expires 06/16/2027

(Date)

# **EXHIBIT F**

## **CONTRACT COMPLIANCE FORMS**

13178110023C-08 HVAC On Call Maintenance Services Contract#10 Section 7 Contract Compliance Requirements

EXHIBIT A - PROMISE OF NON-DISCRIMINATION

I know all persons by these presents, that I/We ( Janice Ferina )

Contract Analyst Title

Trane U.S. Inc. Name Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from.
2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business
3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain.
5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Janice Ferina TITLE: Contract Analyst

SIGNATURE: [Handwritten Signature]

ADDRESS: 4000 Dekalb Technology Parkway, Bldg 100, Atlanta, GA 30340

23178114822C-GS Section 7  
NYAG On Call Maintenance Services Contract Contract Compliance Responsibilities

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PHONE NUMBER: 504-434-3845 EMAIL: secontractmgmt@trane.com

23ITB110923C-G  
 KYAG On Call Maintenance Services Countywide

Section 7  
 Contract Compliance Requirements

**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 Trane U.S. Inc.

ITB/RFP Name & Number: 23ITB110923C-G

1. My firm, as Prime Bidder/Proposer on this scope of work/services(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 Disabled 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 100% \_\_\_\_\_ %

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:

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

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

22TB110023C-08  
HWAC On Call Maintenance Services Schedule

Section 7  
Contract Compliance Requirements

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)

**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: *Jamie Ferina* title: Contract Analyst

Business or Corporate Name: Trane U.S. Inc.

Address: 4000 Dekalb Technology Parkway, Bldg 100,  
Atlanta, GA 30340

Telephone: ( 504 ) 434-3845

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

Email Address: secontractmgmt@trane.com



## Exhibit B2: Subcontractors & Suppliers Form

N/A

## Exhibit C: Subcontractor Form Utilization Plan

N/A

**EXHIBIT G**

**INSURANCE AND RISK  
MANAGEMENT FORMS**

## **IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM**

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

**SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability to the extent caused by you and arising out of your operations, including both continuing and completed operations, or premises owned by or rented to you; or
2. Any designated person or organization, designated by you in writing to us, but only with respect to liability to the extent caused by you and arising out of your operations or premises owned by or rented to you and provided the "bodily injury", "property damage" or "personal and advertising injury" occurs subsequent to your written request to designate such person or organization as additional insured.

However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.

# **EXHIBIT H**

## **PAYMENT & PERFORMANCE BONDS**

**24-0161 Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB092023K-JA, Restroom Renovations for Fulton County Juvenile Justice Center, in an amount not to exceed \$1,498,000.00 with Brad Construction Company II, LLC (Fayetteville, GA), to demolish and renovate sixteen (16) public restrooms (8 Men's and 8 Women's) in the Fulton County Juvenile Justice Center. Effective upon issuance of Notice to Proceed for a period of 180 calendar days.

**24-0162 Real Estate and Asset Management**

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 23ITB110923C-GS, HVAC On Call Maintenance Services Countywide in an amount not to exceed \$1,200,000.00, with (A) Mechanical Services, Inc. (Marietta, GA) in an amount not to exceed \$400,000.00; (B) Trane U.S., Inc. (Atlanta, GA) in an amount not to exceed \$350,000.00; (C) 5 Seasons Mechanical LLC (Norcross, GA) in an amount not to exceed \$250,000.00; and (D) JR Hobbs Co. - Atlanta, LLC (Lawrenceville, GA) in an amount not to exceed \$200,000.00, to provide standby on-site HVAC on call maintenance services of air conditioning systems on an "as needed" basis for all Fulton County facilities. Effective upon execution of contracts through December 31, 2024, with two renewal options.

**24-0163 Real Estate and Asset Management**

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 22ITB121622K-DJ, Industrial Racking for the Fulton County Central Warehouse in an amount not to exceed \$11,831.00 with McGee Storage & Handling (Norcross, GA), requesting additional funding to cover the costs to purchase 15 bays of pallet racking, other related equipment components, and freight to complete installation at the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, GA 30213. Effective upon BOC approval.

**24-0164 Human Resources Management**

Request approval of a Resolution renewing authorization for enhanced overtime compensation for designated Sheriff personnel until the allocated funds in the non-agency budget, specifically earmarked for this purpose, are depleted.

**24-0165 Purchasing and Contract Compliance**

Request approval of funding for professional services contracts entered into by the Fulton County Sheriff's Office using funds from the former Inmate Welfare Fund, now under the control of Fulton County, in a total amount not to exceed amount of \$642,580.00 with various consultants identified in Exhibit 1. Effective upon BOC approval through December 31, 2024.

**24-0166 Purchasing and Contract Compliance**

Request approval to rescind contract 23ITBC060923A-KM, Uniforms and Accessories awarded to Onyx, Ink, LLC, on September 6, 2023, BOC Item 23-0593.



**Certificate Of Completion**

Envelope Id: 2A85C640FB32424FA711C3BDC0337235  
Subject: 23ITB110923C-GS, (B) HVAC On-Call Maintenance Services Countywide  
Parcel ID:  
Employee Name:  
Source Envelope:  
Document Pages: 64  
Certificate Pages: 5  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:  
Gertis Strozier  
141 Pryor Street  
Purchasing & Contract Compliance, Suite 1168  
Allana, GA 30303  
gertis.strozier@fultoncountyga.gov  
IP Address: 76.198.158.253

**Record Tracking**

Status: Original  
7/19/2024 2:30:57 PM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected  
Holder: Gertis Strozier  
gertis.strozier@fultoncountyga.gov  
Pool: StateLocal  
Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

**Signer Events**

Janice Ferina  
jferina@Trane.com  
Regional Contract Analyst  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
Accepted: 11/22/2022 5:03:07 PM  
ID: e332600c-40dc-474b-b8da-ddc24ccb4f50

Janice Ferina  
jferina@Trane.com  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
Accepted: 11/22/2022 5:03:07 PM  
ID: e332600c-40dc-474b-b8da-ddc24ccb4f50

Gertis Strozier  
gertis.strozier@fultoncountyga.gov  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Joseph N. Davis  
joseph.davis@fultoncountyga.gov  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
Accepted: 7/15/2024 2:12:49 PM  
ID: 75a9040d-ee9c-48d4-bc82-f50713c41815

Patrick O'Connor  
Patrick.OConnor@fultoncountyga.gov  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

**Signature**

**Timestamp**

Sent: 7/19/2024 3:05:21 PM  
Viewed: 7/22/2024 10:40:04 AM

**Signer Events**

Nikki Peterson  
nikki.peterson@fultoncountyga.gov  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Accepted: 11/27/2017 1:39:37 PM  
ID: b7ce88ee-0c66-4f3e-bfee-705e0af602d8

**Signature**

**Timestamp**

Robert L. Pitts  
harriet.thomas@fultoncountyga.gov  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Accepted: 7/17/2024 4:33:29 PM  
ID: 18ee9b38-fe06-43c7-bade-ae6ea9517450

Tonya R. Grier  
tonya.grier@fultoncountyga.gov  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Accepted: 3/16/2018 10:54:59 AM  
ID: f3f241e8-3027-4447-9476-6cf20ae25dd4

Gertis Strozier  
gertis.strozier@fultoncountyga.gov  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Dian DeVaughn  
Dian.DeVaughn@fultoncountyga.gov  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent Hashed/Encrypted

7/19/2024 3:05:21 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**



Electronic Record and Signature Disclosure created on: 10/26/2017 1:41:00 PM

Parties agreed to: Janice Ferina, Janice Ferina1, Joseph N. Davis, Nikki Peterson, Robert L. Pitts, Tonya R. Gner

## **CONSUMER DISCLOSURE**

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO Fulton County, Georgia:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov)

**To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Carahsoft OBO Fulton County, Georgia**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO Fulton County, Georgia**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

**\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.**

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.





## ADDITIONAL REMARKS SCHEDULE

AGENCY	<b>NAMED INSURED</b> Trane U.S. Inc. 4000 Dekalb Technology Parkway Building 100 Atlanta, GA 30340 United States
EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

Fulton County Government Department of Purchasing , its officials, officers, and employees are included as Additional Insured where required by contract with respect to General Liability pursuant to applicable endorsement.

Fulton County Government Department of Purchasing , its officials, officers, and employees are included as Additional Insured where required by contract with respect to Automobile Liability pursuant to applicable endorsement.

Waiver of Subrogation is applicable where required by written contract, but only to the extent of the Named Insured's negligence.

Job Description: 20ITB125598C-GS (B), HVAC On Call Maintenance Services Countywide

For questions regarding this certificate of insurance contact: Janice Ferina Email: [jferina@trane.com](mailto:jferina@trane.com) Phone: 504-733-6789

## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

**SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability to the extent caused by you and arising out of your operations, including both continuing and completed operations, or premises owned by or rented to you; or
2. Any designated person or organization, designated by you in writing to us, but only with respect to liability to the extent caused by you and arising out of your operations or premises owned by or rented to you and provided the "bodily injury", "property damage" or "personal and advertising injury" occurs subsequent to your written request to designate such person or organization as additional insured.

However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.

**24-0161 Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB092023K-JA, Restroom Renovations for Fulton County Juvenile Justice Center, in an amount not to exceed \$1,498,000.00 with Brad Construction Company II, LLC (Fayetteville, GA), to demolish and renovate sixteen (16) public restrooms (8 Men's and 8 Women's) in the Fulton County Juvenile Justice Center. Effective upon issuance of Notice to Proceed for a period of 180 calendar days.

**24-0162 Real Estate and Asset Management**

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 23ITB110923C-GS, HVAC On Call Maintenance Services Countywide in an amount not to exceed \$1,200,000.00, with (A) Mechanical Services, Inc. (Marietta, GA) in an amount not to exceed \$400,000.00; (B) Trane U.S., Inc. (Atlanta, GA) in an amount not to exceed \$350,000.00; (C) 5 Seasons Mechanical LLC (Norcross, GA) in an amount not to exceed \$250,000.00; and (D) JR Hobbs Co. - Atlanta, LLC (Lawrenceville, GA) in an amount not to exceed \$200,000.00, to provide standby on-site HVAC on call maintenance services of air conditioning systems on an "as needed" basis for all Fulton County facilities. Effective upon execution of contracts through December 31, 2024, with two renewal options.

**24-0163 Real Estate and Asset Management**

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 22ITB121622K-DJ, Industrial Racking for the Fulton County Central Warehouse in an amount not to exceed \$11,831.00 with McGee Storage & Handling (Norcross, GA), requesting additional funding to cover the costs to purchase 15 bays of pallet racking, other related equipment components, and freight to complete installation at the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, GA 30213. Effective upon BOC approval.

**24-0164 Human Resources Management**

Request approval of a Resolution renewing authorization for enhanced overtime compensation for designated Sheriff personnel until the allocated funds in the non-agency budget, specifically earmarked for this purpose, are depleted.

**24-0165 Purchasing and Contract Compliance**

Request approval of funding for professional services contracts entered into by the Fulton County Sheriff's Office using funds from the former Inmate Welfare Fund, now under the control of Fulton County, in a total amount not to exceed amount of \$642,580.00 with various consultants identified in Exhibit 1. Effective upon BOC approval through December 31, 2024.

**24-0166 Purchasing and Contract Compliance**

Request approval to rescind contract 23ITBC060923A-KM, Uniforms and Accessories awarded to Onyx, Ink, LLC, on September 6, 2023, BOC Item 23-0593.

**Certificate Of Completion**

Envelope Id: 5EB8586DA8314F6B964A725DCFA8664F	Status: Completed
Subject: 23ITB110923-GS (B) HVAC On-Call Maintenance Services Countywide	
Parcel ID:	
Employee Name:	
Source Envelope:	
Document Pages: 71	Signatures: 4
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelopeld Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Gertis Strozier
	141 Pryor Street
	Purchasing & Contract Compliance, Suite 1168
	Atlanta, GA 30303
	gertis.strozier@fultoncountyga.gov
	IP Address: 76.198.156.253

**Record Tracking**

Status: Original 9/9/2024 11:02:25 AM	Holder: Gertis Strozier gertis.strozier@fultoncountyga.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: DocuSign

**Signer Events**

Signature	Timestamp
Gertis Strozier gertis.strozier@fultoncountyga.gov Assistant Purchasing Agent CRM SERVICES, LLC Security Level: Email, Account Authentication (None)	Sent: 9/9/2024 11:20:50 AM Viewed: 9/9/2024 11:21:01 AM Signed: 9/9/2024 11:21:10 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	

Joseph N. Davis joseph.davis@fultoncountyga.gov Director Security Level: Email, Account Authentication (None)	<b>Signed by:</b>  E45C5C5F17FB417...	Sent: 9/9/2024 11:21:11 AM Viewed: 9/11/2024 8:01:03 AM Signed: 9/11/2024 8:01:12 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 9/11/2024 8:01:03 AM ID: eff60345-f5f9-4aea-8e15-d8dd3a18b400	Signature Adoption: Pre-selected Style Using IP Address: 69.236.118.50	


Patrick O'Connor Patrick.OConnor@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<b>DocuSigned by:</b>  68048F0EDCEC451...	Sent: 9/11/2024 8:01:14 AM Viewed: 9/11/2024 8:54:46 AM Signed: 9/11/2024 9:15:11 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 9/11/2024 8:54:46 AM ID: fb9b551c-9692-4da5-b2ca-97e64df540f0	Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10	

Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	<b>Completed</b> Using IP Address: 68.208.197.4	Sent: 9/11/2024 9:15:13 AM Viewed: 9/11/2024 11:04:34 AM Signed: 9/11/2024 11:05:57 AM
<b>Electronic Record and Signature Disclosure:</b>		



Signer Events	Signature	Timestamp
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<p>Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8</p> <p>Robert L. Pitts harriet.thomas@fultoncountyga.gov Chairman Security Level: Email, Account Authentication (None)</p>	<p>Signed by: <i>Robert L. Pitts</i> 14E1B4AA5F6A44A...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4</p>	<p>Sent: 9/11/2024 11:05:59 AM Viewed: 9/11/2024 11:53:34 AM Signed: 9/11/2024 11:53:46 AM</p>
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<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 9/11/2024 11:53:33 AM ID: 3a4e74dd-1c2b-4c44-85e5-845657ec3af5</p> <p>Tonya Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by: <i>Tonya Grier</i> EEC476C4837648D...</p>  <p>Signature Adoption: Pre-selected Style Using IP Address: 99.96.24.191</p>	<p>Sent: 9/11/2024 11:53:48 AM Viewed: 9/11/2024 12:16:29 PM Signed: 9/11/2024 12:16:39 PM</p>
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<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4</p> <p>Gertis Strozier gertis.strozier@fultoncountyga.gov Assistant Purchasing Agent CRM SERVICES, LLC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 74.174.59.10</p>	<p>Sent: 9/11/2024 12:16:42 PM Viewed: 9/12/2024 4:52:57 PM Signed: 9/12/2024 4:53:03 PM</p>
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Dian DeVaughn dian.dev Vaughn@futoncountyga.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 9/12/2024 4:53:06 PM</p>
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	9/9/2024 11:20:50 AM
Certified Delivered	Security Checked	9/12/2024 4:52:57 PM
Signing Complete	Security Checked	9/12/2024 4:53:03 PM
Completed	Security Checked	9/12/2024 4:53:06 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **CONSUMER DISCLOSURE**

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO Fulton County, Georgia:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov)

**To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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**To withdraw your consent with Carahsoft OBO Fulton County, Georgia**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
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Screen Resolution:	800 x 600 minimum
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able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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