



City of Powder Springs –City Facility Reme-Halo Project
Bid Tabulation Sheet
October 5, 2020

Bidder	Total Costs	Remarks
All HVAC Services, LLC 73 Forrest Park Lane Dallas, GA 30157	\$27,030.00	\$530 per piece
Wilson AC Services 4011 Lawler Drive Powder Springs, GA 30127	\$55,539	\$1,089 per piece
MaxAir Mechanical.	\$111,709.38	\$2,190.38 per piece

Purchasing and Inventory Department • 4484 Marietta Street • Powder Springs, Georgia 30127 • Office: (770) 293-0140 • Fax: (770) 293-0301

From: [Larry Skinner](#)
To: JBrown@CityOfPowderSprings.org; [Chad Kastner](#)
Subject: REME Options
Date: Wednesday, September 16, 2020 9:03:19 AM
Attachments: [RGF-HALO-LED-Spec-Sheet-COMBINED-LO-RES.pdf](#)

Good morning,

REME has came out with a new version of its product with a longer bulb life. I have attached the spec sheet for you.

Final Pricing good for 30 days (due to demand)

REME HALO \$530.00 PER

REME - LED \$ 675.00 PER

This includes product, transformer and low voltage wire pull. I have reserved 51 of each product and all are in stock.

Let me know time frame as I do not want to keep on hold if its going to be awhile before work is done.

Larry Skinner
Director of Operations
All HVAC Services, LLC
770-693-2674 Office

From: jt@wilsonac.com
To: [Chad Kastner](#)
Cc: [Cyndy Cone \(Cyndy Cone\)](#)
Subject: RE: Reme Halo City of Powder Springs GPS attached
Date: Tuesday, September 15, 2020 4:33:46 PM

Chad:

Here is the pricing for the IAQ options. They are priced for bulk but are broken down to a per unit cost. The Reme-Halo pricing is based on 2 Reme-Halos and 1 transformer per system. The GPS are 1 GPS and 1 transformer per system.

2-Reme-Halos \$2178.00/system
2-Replacement Cells \$937.00/system (Last 25,000hrs approx. 3 years)
GPS up to 3 Tons \$715.00/system
GPS up to 6 Tons \$754.00/system
GPS up to 12 Tons \$792.00/system

If you have any questions let me know.

From: Chad Kastner [mailto:ckastner@croyeng.com]
Sent: Tuesday, September 15, 2020 3:24 PM
To: jt@wilsonac.com
Subject: Re: Reme Halo City of Powder Springs GPS attached

What would the price be for each option?

Chad R. Kastner
Program Manager | CROY
Alabama | Georgia | Tennessee
c: [678-825-7048](tel:678-825-7048) | croyengineering.com

On Sep 15, 2020, at 2:53 PM, "jt@wilsonac.com" <jt@wilsonac.com> wrote:

I have done some checking and the Reme Halo cost more than the GPS except for the most expensive one that is for very large systems. Also the replacement cells for the Reme Halo cost half as much as the unit but is good for almost 3 years (25,000 hours)

From: Chad Kastner [mailto:ckastner@croyeng.com]
Sent: Tuesday, September 15, 2020 2:47 PM
To: jt@wilsonac.com
Subject: Re: Reme Halo City of Powder Springs GPS attached

Can you price it both ways so the city can weigh the savings?

Chad R. Kastner

Program Manager | CROY

Alabama | Georgia | Tennessee

c: [678-825-7048](tel:678-825-7048) | croyengineering.com

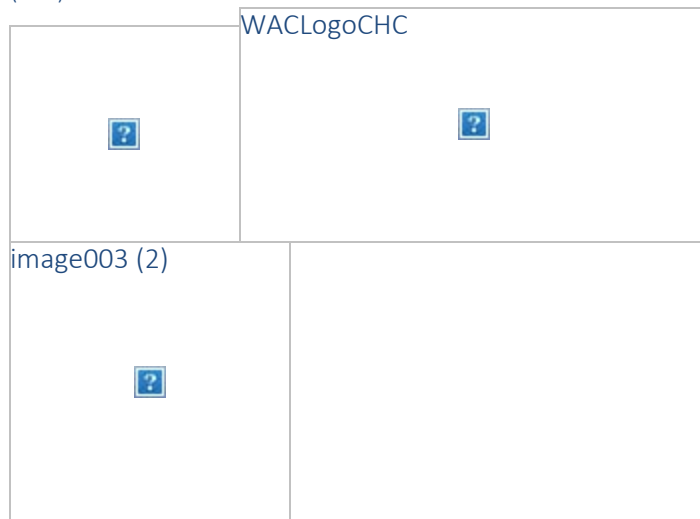
On Sep 15, 2020, at 2:00 PM, "jt@wilsonac.com" <jt@wilsonac.com> wrote:

Chad:

Attached is the info on the GPS ionization systems. These are the same systems that all the Paulding county schools are installing in all their new and existing units. The advantage to these units are that they virtually don't need any maintenance or replacement parts. Also there is a greater variety of ion emitters that can be customized for each system. The Reme-Halo's needs their bulbs changed every year at around \$100 ea. That would come to approx. \$5000.00 per year just to keep them working properly. There is a higher initial cost for the GPS but if you factor a few years of bulb changes the GPS are a much better value.

Jay Tripodi

Wilson AC Services
Service Manager
(770) 943-1613



From: Chad Kastner [mailto:ckastner@croyeng.com]
Sent: Tuesday, September 15, 2020 11:37 AM
To: jt@wilsonac.com
Subject: Reme Halo City of Powder Springs

Jay,

Please include transformers and all low volt wire pulls as necessary. The reme halo will need to be ran on a dedicated transformer. We will need 2

halos per unit on anything over 5 tons. Please provide a price for 50 reme
halos on a per unit cost so we can adjust the quantity as needed. Let me
know if you have any questions or need anything.

Thank you,

Chad Kastner
Program Manager

o | 770.971.5407
c | 678.825.7048



200 Cobb Parkway North
Building 400, Suite 413
Marietta, GA 30062

croyengineering.com

<GPS BROCHURE 2020.pdf>

<GPS_Pathogen_Testing_Summary_6.10.20.pdf>

MAXAIR Mechanical

Building Efficiency and Sustainability

A Service Logic Company

Installation of **GPS**[®]

Needlepoint Bipolar Ionization

GPS delivers P.O.P.E



PARTICLES
REDUCED



ODORS
NEUTRALIZED



PATHOGENS
KILLED



ENERGY
SAVED

Engineering Air for a Cleaner World™

INSTALLATION PROPOSAL

BY AND BETWEEN:

Contractor Performing Work:

Maxair Mechanical
814 Livingston Court
Marietta, GA 30067

Customer:

Cobb County Government
100 Cherokee Street NE
Suite 410 Marietta, GA 30060

NCPA Number: 2020-1417507647

PROJECT LOCATION:

Al Bishop Complex	Anderson Theater	Big Shanty Park Hub
Cato Property	Central Aquatic Ctr	Civic Center- Hudgins Hall
Clarkdale Park Concessions Hub	Cobblestone Golf Course	Construction Shop Main Office
Fair Oaks Recreation Ctr	Fair Oaks Tennis Center	Harrison Park Concessions
Fullers Recreation Center	Gymnastic Center	Hyde Caretaker Bldg.
Harrison Park Tennis Center	Hurt Road Park Concessions	Jim R. Miller Park
Hyde Welcome Center	Jean & Elwood Wright Environmental Edu Ctr	Lost Mountain Park Press Box
Kennworth Tennis Center	Lost Mountain Park Lower Hub	Lost Mtn Park Western Dist. Ofc
Lost Mountain Park Upper Hub	Lost Mountain Tennis Center	Mable House Historic Home
Mable House Arts Center	Mable House Barnes Amphitheatre	Mountain View Aquatic Center
Mable House Potato House	Milford Park Concessions	Nicajack Park Concessions
Mountain View Community Center	Mud Creek Soccer Complex Concessions	Operations & Services Bldg.
Noonday Creek Park Eastern Dist. Ofc	North East Cobb Community Ctr	Perry Parham Park Concessions
Oregon Park Concessions	Parks Administration	Ron Anderson Recreation Center
Powder Springs Park Concessions	Power-House Building	Sliver Comet Depot
Seven Springs Water Park	Sewell Park Pool	South Cobb Recreation Ctr
South Cobb Aquatic Center	South Cobb Community Ctr	Stout Park
Stout Barn	Stout Community Center	Sewell Park Concessions Hub
Stout Park Yellow House	Sweetwater Tennis Center	The Art Station- Big Shanty Park
Terrell Mill Tennis Center	The Art Place- Mt. View	Ward Ctr
Thompson Park Community Ctr	Tramore Park Concessions	Woodruff Cottage
West Cobb Aquatic Ctr	Windy Hill Community Center	Anderson Property
Ebenezer Downs Property	Swing time	Green Meadows
Hyde Farm Barn	Miller Event Center	Kemp Property
Sewell Mill Cultural Center	Woodruff Cottage	Wright Property

PROJECT DESCRIPTION: Needlepoint Bipolar Ionization Installation

Maxair Mechanical is pleased to offer the below proposal to install needlepoint bipolar ionization products on the attached equipment list, at the facilities located below for Cobb County Government. The proposal is based upon equipment list given on 8/4/2020.

OUR PROPOSAL INCLUDES THE FOLLOWING SCOPE OF WORK:

LABOR AND MATERIAL:

- Provide all necessary labor and materials to install GPS needlepoint bipolar ionization units on (182) HVAC units:
- Material Required:
 - (149) GPS-FC48-AC
 - (10) GPS-iMod-18-Snap
 - (7) GPS-iMod-24-Snap
 - (3) GPS-iMod-36-Snap
 - (5) GPS-iMod-42-Snap
 - (1) GPS-iMod-66-Snap
 - (1) GPS-iMod-78-Snap
 - (3) GPS-iMod-96-Snap
 - (3) GPS-iRIB-36
- Provide newly installed GPS equipment startup and commissioning to ensure proper operations.
- Provide coil cleaning on units that need cleaned.

SITE PREPERATION:

- Equipment coils should be in clean condition to ensure proper equipment operation. Coil cleaning needing to be performed prior to installation will be provided to customer under a separate quote.

WARRANTY:

Provide one-year warranty on new equipment, materials, and installation craftsmanship.

PAYMENT TERMS:

Maxair will progress bill upon completion of buildings.

OUR PROPOSAL EXCLUDES THE FOLLOWING:

Providing any labor, materials, or equipment for work not explicitly detailed in the above scope, including but not limited to:

- Labor outside normal business hours, 7:30 a.m. to 4:30 p.m. Monday through Friday.
- Engineering of any sort.
- Hazardous material testing and abatement.
- Any provision of temporary heating, cooling, ventilation or exhaust.

PRICING SUMMARY:

BASE SCOPE:\$398,649

LEAD TIME:2-3 Weeks

NCPA Number: 2020-1417507647

ACCEPTED (INITIAL) _____

DECLINED (INITIAL) _____

“This Agreement is the property of Maxair Mechanical and is provided for the Customer's use only. Pricing stated in this Agreement will remain active for thirty (30) days from the proposal date.”

MAXAIR MECHANICAL

CUSTOMER _____

Signature

Michael Blumenfeld

Print Name

Project Sales Rep

Title and Date

CONTRACT AGREEMENT - TERMS AND CONDITIONS

1. **Applicability.** These terms and conditions (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) and services (“**Services**”) by MAXAIR MECHANICAL (“**Seller**”) to [Cobb County Government.] (“**Buyer**”). The accompanying [quotation/confirmation of sale/invoice] (the “**Sales Confirmation**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. In the event of a conflict between the risk-shifting terms contained in these general terms and conditions and in the Sales Confirmation, the terms contained in these general terms and conditions shall control and prevail.
2. **Delivery of Goods and Performance of Services.** The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location described in the Sales Confirmation (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Goods. Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only. With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; and (iii) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
3. **Shipping Terms.** Delivery of the Goods shall be made FOB as set forth in the Sales Confirmation.
4. **Title and Risk of Loss.** Risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. Title passes to Buyer only upon payment for the Goods in full.
5. **Buyer’s Acts or Omissions.** If Seller’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, representatives, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.
6. **Nonconforming Goods.** Buyer shall inspect the Goods immediately upon receipt. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods within 1 day after the Inspection Period and furnishes such written evidence or other documentation as required by Seller.
7. **Price.** Buyer shall purchase the Goods and Services from Seller at the prices (the “**Price[s]**”) set forth in Seller’s published price list in force as of the date of the Sales Confirmation. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any government.
8. **Payment Terms.** Buyer shall pay all invoiced amounts due to Seller within 10 days from the date of Seller’s invoice. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach, bankruptcy or otherwise. Buyer shall not leave any of the Goods or Services furnished or installed by Seller in operation until the customer has approved and accepted same and paid Seller the billed Price for such Goods and Services in full.
9. **Limited Warranty.** Seller warrants to Buyer that for a period of one (1) year from the date of shipment of the Goods (“**Warranty Period**”), that such Goods will materially conform to the specifications set forth in Seller’s published specifications in effect as of the date of manufacture. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. This workmanship warranty will terminate one (1) year from the date Services were performed. **EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.** Products manufactured by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 119. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; IN EACH CASE, REGARDLESS OF WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SELLER SHALL HAVE NO LIABILITY TO BUYER (AND BUYER HEREBY WAIVES ALL RIGHTS TO RECOVER FROM SELLER) FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO A THIRD PARTY PRODUCT.** Seller shall not be liable for a breach of the warranties set forth herein unless Buyer gives written notice of the defective Goods or Services to Seller within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect. Seller shall not be liable for a breach of the warranty set forth herein if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller’s instructions; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller. Subject to the limitations herein, with respect to any such Goods during the warranty period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller’s expense, return such Goods to Seller. Subject to the limitations herein above, with respect to any Services subject to a claim under the warranty set forth herein, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate. **THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER’S SOLE AND EXCLUSIVE REMEDY AND SELLER’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION.**
10. **Limitation of Liability.** **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, MAINTENANCE EXPENSE, CLAIMS OF CUSTOMERS, CLAIMS OF TENANTS, OR CLAIMS OF CLIENTS, LOSS OF REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS**

AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE IMMEDIATELY PRECEDING ONE (1) YEAR PERIOD.

11. Insurance. During the term of this Agreement, each party shall, at its own expense, maintain and carry insurance in which includes, but is not limited to, commercial general liability (including product liability and liability covering independent contractors) in reasonable amounts. Buyer shall carry all risk property insurance to the full value of the materials and equipment and name Seller as an additional insured.

12. Indemnification. To the fullest extent permitted by law, Buyer shall indemnify, defend, release, and hold harmless Seller, its affiliates, and its and their respective agents, representatives, contractors and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Services or deliver of Goods hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Buyer, anyone directly or indirectly employed by Buyer, or anyone for whose acts Buyer may be liable, regardless of whether it is caused in part by the negligence of Seller.

13. Termination. In addition to any remedies herein, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due; (b) has not otherwise performed or complied with any of these Terms; or (c) becomes insolvent. In addition, if the project to which the Goods and Services relate is paused for a period of thirty (30) days through no act or fault of Seller, Seller may terminate this Agreement and immediately recover from Buyer payment for all work to date and for any proven loss, including reasonable profit and damages.

14. Confidential Information. All information of Seller disclosed by Seller to Buyer in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. Force Majeure. Seller shall not be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

16. Miscellaneous. This Agreement is governed by laws of the State in which the Goods are delivered and/or the Services are performed. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination of this Agreement. These Terms may only be amended or modified in a writing stating specifically that it amends these terms and is signed by an authorized representative of each party.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature: _____ Date: _____