

CITY OF SOUTH FULTON, GEORGIA
REGULAR MEETING - Southwest Arts Center 915 New Hope Road, Atlanta, GA 30331
Tuesday, November 28, 2023, 5:00 PM



SOUTH FULTON CITY COUNCIL MISSION STATEMENT:

To provide exceptional customer service that sustains a safe, inclusive, innovative, and an economically vibrant city.

The Honorable khalid kamau, Mayor
The Honorable Catherine F. Rowell, District 1 Councilmember
The Honorable Carmalitha Gumbs , District 2 Councilmember
The Honorable Helen Z. Willis, District 3 Councilmember
The Honorable Jaceey Sebastian, District 4 Councilmember
The Honorable Corey A. Reeves, District 5 Councilmember
The Honorable Natasha Williams-Brown, District 6 Councilmember
The Honorable Linda B. Pritchett, District 7 Councilmember

REGULAR COUNCIL MEETING AGENDA

- I. Invocation - Chaplain Nunnally
- II. Pledge of Allegiance
- III. Meeting Called to Order- Mayor khalid
- IV. Roll Call- Corey Adams, City Clerk
- V. Approval of City Council Meeting Minutes
 - 1. Request Council Approval of City Council Regular Meeting Minutes from November 14, 2023 (City Clerk)
 - 2. Request Council Approval of City Council Work Session Minutes from November 14, 2023 (City Clerk)
 - 3. Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from November 14, 2023 (City Clerk)
- VI. Adoption of Council Agenda
- VII. Consent Agenda Items

4. Consent Agenda: SUBDIVISION PLATS

Request Council confirmation of the following recorded development plats as approved by the City Engineer pursuant to Section 4.2.2.E of the Subdivision Regulations, Appendix D: (Held from November 14, 2023 Council Meeting)

- a. 5090 Derrick Road Replat (District 4)
- b. Hayes Estate Lot Split (District 4)

5. Request Approval of A Resolution To Request The General Assembly And Governor Of Georgia To Accept Federal Medicaid Funding And Implement The Full Expansion Of Health Insurance Coverage As Provided By The Affordable Care Act; And For Other Purposes. (Sponsored by Councilmember Willis)

6. Consent Agenda: PROCUREMENT AND CONTRACTS

Request Council Approval Authorizing the Police Chief, on behalf of the City of South Fulton, to accept the donation of 15 Portable Power Stations, valued at a total of \$1,900.00 from **EBC Cares** for Police Fleet Usage. (Police)

- 7. The Police Department is requesting Council Approval to procure gunshot detection technology from **Sound Thinking (ShotSpotter)** for a 3-year contract totaling \$458,500.00. Funding will come from the Police Department's State of Georgia Public Safety and Community Violence Reduction Grant. (Year 1 - \$159,500.00; Year 2 - \$149,500.00; Year 3 - \$149,500.00).
- 8. The Public Works Department is requesting Council Approval to award Invitation To Bid (ITB) Number 23-32 to **Midwest Industrial Supply, Inc.**, for \$192,975.00, to furnish all things necessary to provide standby dust abatement services. This includes but is not limited to labor, tools, equipment, transportation, supervision, administrative costs (direct and indirect) and all efforts necessary to perform and complete the specifications as solicited in the Invitation To Bid. The contract term shall be for one (1) year with the option to renew for a three (3) additional twelve (12) month period.
- 9. The Purchasing Department is requesting Council Approval to Piggyback the State of Georgia contract number 99999-SPD-SPD0000167-0001, City of South Fulton, contract number 23-11-5P, for **Staples, Inc.**, for Paper, Toner, General Office Supplies, Furniture at \$200.00 or lower, Breakroom supplies and Computer peripherals, for an amount not-to-exceed, \$150,000 annually. The initial term of this contract shall be from the date of award, through November 31, 2024. Upon contract approval, the City Administration will prepare the requisition to purchase the City-wide office supplies.
- 10. The Public Works Department is requesting Council approval to piggyback Georgia Department of Administrative Services, Statewide contract number 001-SPD0000181-0001, City of South Fulton Contract Number 2023- 11-3P, **W. W. Grainger, Inc.**, for Maintenance Repair and Operations, for an estimated annual amount of \$150,000.00.

11. The Purchasing Department is requesting Council Approval to piggyback Georgia Department of Administrative Services, Statewide contract number 99999-001-SPD0000170-0002, City of South Fulton Contract Number 2023-11-2P, **Home Depot, Inc**, for discounted Retail Walk-In Building Supplies for multiple categories of competitively priced building supplies and related building products, for an estimated annual amount of \$150,000.00.
12. The Purchasing Department is requesting Council approval to Piggyback the contract for OMNIA Partners Public Sector, Contract No. R-192006, City of South Fulton Contract Number 2023-11- 4P, **Lowe's Home Center, Inc**, Maintenance, Repair, Operations products, for an estimated annual amount of \$150,000. The initial term of the contract is April 1, 2020 through March 31, 2024, with the option to renew for one (1) additional one-year period through March 31, 2025.
13. The Public Works Department is requesting Council approval to enter into a Piggyback Agreement with **Martin-Robbins Fence Company** for the Purchase and Installation of Guardrails and Fencing at various locations within the City. The contract will encompass three (3) one-year automatic renewal options. The agreement is a "piggyback" of the Gwinnett County contract with Martin-Robbins Fence Company dated January 17th 2023. The recommendation is to enter into a--year contract in the amount of \$500,000.
14. The Public Works Department is requesting Council approval to enter into a Piggyback Agreement with **Integrated Science and Engineering, Inc. (ISE)** to provide Inventory, Mapping, Assessment, Dry Weather Screening and other associated Stormwater Utility services. The purpose of these services is to support compliance with the City's 2023-2027 NPDES Phase II Municipal Separate Storm Sewer System (MS4) Stormwater Management Program (SWMP) and its MS4 Operations and Maintenance Program. The contract will encompass one-year increments renewable at the City's option. The agreement is a "piggyback" of the City of Brookhaven Contract with Integrated Science and Engineering, Inc. (ISE) dated March 29th 2023. The contract is in the amount of \$499,720.00

VIII. Alcohol License, Rezoning, Variance and Modification Cases (For Motion and Vote)

15. ALCOHOL LICENSE

The applicant **Jonzey Enterprise LLC, dba Sandtown Pub**, has applied for an alcohol license for the consumption sales of wine, beer and distilled beverages at 5819 Campbellton Rd Ste 202203, Atlanta, Ga. 30331. This request is due to a new license. All applicable fees have been paid. (District 1)

16. REZONING/SPECIAL USE PERMIT

Z23013/U23010: Application by Kelia Smith requesting to rezone property from the AG1 (Agricultural District) zoning district to the R6 (Two-family Dwelling District) zoning district and requesting a Special Use Permit to operate a Day Care Center for property located at 3873 Demooney Road (Parcel ID: 14F0144LL0953) (District 4) Staff Recommendation: DENIAL Planning Commission Recommendation: DENIAL

17. **Z23014:** Application by Kema Tillman to rezone property from the AG1 (Agricultural District) zoning district to the TR (Townhouse Residential District) zoning district to develop eight (8) townhomes on property located at 5510 Feldwood Place (Parcel ID: 09F250101050314) (District 5). Staff Recommendation: APPROVAL Planning Commission Recommendation: DENIAL

IX. Public Comments

Speakers will be granted a total of two (2) minutes each and public comments will not exceed thirty (30) minutes. Speakers will not be allowed to yield or donate their time to other speakers. Speakers must identify themselves and their addresses prior to speaking. Speakers may only address the Presiding Officer, shall observe all rules of decorum. No debate, disrespect or obscenities shall be tolerated. The Presiding Officer shall rule any such individual out of order that fails to comply with the foregoing.

X. Council Comments

XI. Public Hearing – Community Development Block Grant Program

18. Public Hearing – The City proposes to substantially amend the City’s Five-Year Consolidated Plan (2020 - 2024) Annual Action Plan and to reprogram funds.
19. Request Approval of a Resolution to amend the City’s Five-Year Consolidated Plan (2020 - 2024) Annual Action Plan and to reprogram funds.

XII. Agenda Items

20. ADMINISTRATION

Request Approval of Classification and Compensation (Pay) Study Recommendations (Human Resources)

21. Request Approval of 2023 Collective Bargaining Agreement and Incentive Application with Local #3920, International Association of Fire Fighters (City Manager)
22. **First Read:** Request Approval of An Ordinance Amending the FY2024 Budget (Amendment #1)

23. Request for Council Approval to enter into an agreement with **Ferguson** to purchase 4715 Frederick Drive with associated furniture and other items for \$4,800,000. The 6+ acre campus reflects the City's dedication to fostering a thriving community and reinforcing its position as a hub for innovation. The purchase will be funded by the General Fund Reserves, requiring a budget amendment.
24. Request Approval of An Intergovernmental Agreement For The Provision Of Animal Control Services Between Fulton County And City of South Fulton. The term of this Agreement is for Twelve (12) months from January 1, 2024 through December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate on December 31, 2028. The annual cost is \$1.8 million.
25. Request Approval of a special event application for "FASTENAL BK5K Annual RUN/WALK" - December 2, 2023 - 6 am - 1 pm start located at Wolf Creek Amphitheater - 3025 Merk Rd, South Fulton, GA 30349
26. Request Council Approval of A Resolution to Accept Donations from Community Market Place Food Pantry of Community Church Atlanta (Sponsored by Councilmember Sebastian)
27. **Second Read:** Request Approval of An Ordinance Amending the Work Session Policy (Mayor Pro Tem Williams-Brown, City Manager)
28. Request Approval of 2024 City Council Meeting Schedule (City Clerk)
29. Request Approval of A Resolution to Approve Stipends for the Planning Commission, Board of Zoning Appeals and Code Enforcement Boards (CDRA)
30. PROCUREMENT AND CONTRACTS

The Police Department is requesting Council approval to enter into a contract with **Peregrine** for the procurement of a data analytics platform for the Police Department's Real Time Crime Center. The Police Department's Real Time Crime Center is in need of an advanced data analytics platform to run its various programs and software into an end-to-end dashboard and platform, at an annual cost of \$124,000.00. Funding for the first year will come from the SFPD's State of Georgia Public Safety and Community Violence Reduction Grant. Subsequent years will have to be funded locally.

31. The City Administration requests approval to ratify and approve the payments of purchases made without a contract, from **Office Depot, Inc.**, from January, 2023, to present, for \$56,409.89; Piggyback the contract for OMNIA Partners Public Sector, Office Supplies, Related Products and Services, Contract No. R- T- 190303 , City of South Fulton Contract Number 2023-11- 9P, with Office Depot, Inc, for an estimated annual amount of \$150,000. The initial term of this contract is for five (5) years from the date of award, July 1, 2019, with the option to renew for five (5), additional one (1), year periods, through June 30, 2029.

32. The City Administration requests approval to ratify and approve the payments of purchases made without a contract, from **Amazon Services, LLC**, from January, 2023, to present, for \$91,578.72; Piggyback the contract for OMNIA Partners Public Sector, Prince William County Public Schools Contract No. R-TC-17006, City of South Fulton Contract Number No: 2023-11-1P, Amazon Services, LLC, for online marketplace purchase of products and services, for an estimated annual amount of \$150,000. The initial term of this contract is for five (5) years from the date of award, December 30, 2021, with the option to renew for three (3), additional two (2), year periods. The contract was renewed on September 18, 2023, and the contract expires January 18, 2026.
33. The City Administration is requesting Council approval to ratify and approve the payments for past invoices for services rendered without a contract, from **Peoples Janitorial Service** from January 2023, to present, for \$21,894.26; and enter into a temporary Agreement for the service of the Janitorial Services for City Buildings and Facilities, with People Janitorial Service, for nine (9) months, to allow the Purchasing Department adequate time to competitively solicit a bid for the existing services and allow the General Service Department time to establish a scope of services for a city-wide contract, for an estimated amount not-to-exceed \$200,000.
34. The City Administration is requesting Council approval to ratify and approve the payments for past invoices for services rendered without a contract, from **Johnson Controls, Inc** from January, 2023, to present, for \$54,018.10; Piggyback the contract for Sourcewell, Inc, Contract Number 070121-JHN, City of South Fulton Contract Number 2023-11-8P, Johnsons Control, Inc, for HVAC systems, for an estimated annual amount of \$150,000. This contract expires August 12, 2025,, with the option to renew for one (1), additional year period upon the request of Sourcewell and written agreement by Supplier.
35. The City Administration is requesting Council approval to ratify and approve the payments for purchases made without a contract, from **Uline, Inc**, from January 2023, to present, for \$139,566.44. City staff have made purchases from Uline, Inc for City needs without obtaining a purchase contract. City staff has discontinued purchasing from Uline, Inc, and is currently seeking and utilizing contracts competitively bid based on the City's Ordinance.
36. The City Administration is requesting Council approval to ratify and approve the payments of invoices for services rendered without a contract, from **Moon's Service Center, Inc**, from January 2023, to present, for \$289,385.89; and enter into an Emergency Agreement for the service of the Police Department vehicles, with Moon's Service Center, Inc, for nine (9) months, to allow the Purchasing Department adequate time to competitively solicit a bid for the existing services and allow the Police Department time to establish vehicle logistics, for an estimated amount not-to-exceed \$200,000.

XIII. Executive Session

When an Executive Session is Required, one will be called for the following issues:

1) Personnel, 2) Litigation or 3) Real Estate

XIV. Adjournment of Meeting

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Regular Meeting Minutes from November 14, 2023

DATE: November 28, 2023

SUBJECT: Request Council Approval of City Council Regular Meeting Minutes from November 14, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_RM_2023_11_14_Meeting DRAFT	Cover Memo	11/28/2023

CITY OF SOUTH FULTON, GEORGIA
REGULAR MEETING - Welcome All Park Multipurpose Facility, 4255 Will Lee Rd, South
Fulton, GA 30349
Tuesday, November 14, 2023, 7:00 PM



REGULAR MEETING MINUTES

I. 7:00 p.m. Invocation - Chaplain Nunnally

Minutes:

The invocation was rendered by Chaplain Nunnally.

II. 7:02 p.m. Pledge of Allegiance

Minutes:

The pledge of allegiance was recited in unison.

Attendee Name	Title	Status	Arrived
khalid kamau	Mayor	Present	
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Jaceey Sebastian	District 4 Councilmember	Present	
Corey A. Reeves	District 5 Councilmember	Present	Virtually
Natasha Williams	District 6 Councilmember	Present	
Mark Baker	District 7 Councilmember	Present	

Following the roll call by the City Clerk, a quorum was established. Councilmember Reeves attended virtually.

III. 7:04 p.m. Meeting Called to Order- Mayor khalid (*Times are estimates only)

Minutes:

The meeting was called to order by Mayor Pro Tem at 4:02 PM

IV. 7:05 p.m. Approval of City Council Meeting Minutes

1. Request Council Approval of City Council Regular Meeting Minutes from October 24, 2023 (City Clerk)

Motion (): Councilmember Rowell

Second: Councilmember Willis

[Motion]

Yea: 7 Gumbs, Pritchett, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the following City Council Meeting Minutes.

Regular Meeting from October 24, 2023

Work Session Meeting from October 24, 2023

The motion was approved unanimously.

2. Request Council Approval of City Council Work Session Minutes from October 24, 2023 (City Clerk)

V. 7:07 p.m. Adoption of Council Agenda

Motion (): Councilmember Willis

Second: Linda Pritchett

[Motion]

Yea: 7 Gumbs, Pritchett, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the agenda with the following amendments:

To include:

Shaq a Claus Event on December 2, 2023

Development Meeting on November 30, 2023

Gunna Foundation - 375 Turkeys, CampsGiving Foundation- 200 Turkeys, Playmakers Foundation- \$3500 for turkeys and produce, and Fulton County Sheriff Office- 200 turkeys on November 20, 2023

Georgia Summit December 4, 2023

Georgia Public Policy Town Hall on December 5, 2023

Senior Jingle Jam on December 6, 2023

Argo Christmas for Kids on December 16, 2023

**Pull Items A and B under item number 7 on the Consent Agenda.
Pull Proclamation for Virginia Gilmore Day.**

The motion was approved unanimously.

VI. 7:10 p.m. Proclamation Presentation

3. Proclamation Presentation Recognizing Virginia Gilmore Day (Councilmember Reeves)

Minutes:

Item removed from agenda prior to the meeting.

VII. 7:20 p.m. Alcohol License, Rezoning, Variance and Modification Cases (For Motion and Vote)

4. 7:20 p.m. U23-007: Application by ST Holdings LLC requesting a Special Use Permit to operate a Short-Term Rental at 7240 Hobgood Road, Fairburn, GA 30213 (Parcel ID: 07 250001210224). (District 4) Deferred at September 12 Public Hearing

Motion (Deny): Councilmember Sebastian

Second: Councilmember Willis

[Motion Approved]

Yea: 7 Gumbs, Pritchett, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to deny Case U23-007.

The motion was approved unanimously.

5. 7:25 p.m. Z23-011: Second Read and Request Approval of An Ordinance to Rezone from R-3 (Single Family Dwelling District) to R-5A (Single Family Dwelling District) property located at 0 Estes Drive (Parcel ID: 13 0096 LL0561). (District 5).

Motion (Defer): Councilmember Reeves

Second: Councilmember Willis

[Motion Approved]

Yea: 7 Gumbs, Pritchett, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to defer Case Z23-011 to the January 2023 meeting.

The motion was approved unanimously.

VIII. 7:30 p.m. Public Comment

IX. 8:00 p.m. Council Comments

X. 8:30 p.m. Consent Agenda Items

Motion (): Councilmember Rowell

Second: Councilmember Sebastian

[Motion]

Yea: 7 Gumbs, Pritchett, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

6. Consent Agenda: PROCLAMATIONS

Mayor/Council Proclamations for Spreading on the Minutes:

BARBARA MCKEE Pink Warrior 2023 (Councilmember Gumbs)
ANGELIA GAY BANKSTON Pink Warrior 2023 (Councilmember Gumbs)
COLETTE BOLDS Pink Warrior 2023 (Councilmember Gumbs)
DEYANNA REPRESS Pink Warrior 2023 (Councilmember Gumbs)
MARVA THIBADEAUX WADE Pink Warrior 2023 (Councilmember Gumbs)
STEVIE FLOWERS Pink Warrior 2023 (Councilmember Gumbs)
JOYCE GORDON Pink Warrior 2023 (Councilmember Gumbs)
BISHOP AARON B. LACKEY, SR. APPRECIATION DAY (Mayor and Full Council)
SIR JOSE BRIGHT APPRECIATION DAY (Councilmember Sebastian)
CELIA CRUZ APPRECIATION DAY (Councilmembers Pritchett and Gumbs)
TITO PUENTE APPRECIATION DAY (Councilmembers Pritchett and Gumbs)
METRO ATLANTA PRESIDENT'S COUNCIL AND GWENDOLYN GREEN APPRECIATION DAY (Councilmembers Rowell and Gumbs)
PAMELA HARVEY APPRECIATION DAY (Councilmember Willis)

JULIA L. THOMAS-JONES APPRECIATION DAY (Councilmember Sebastian)
JACQUELINE SLADE DAY (Councilmember Reeves)
MOSE JAMES III APPRECIATION DAY (Councilmember Willis)
JOYCE ARMSTER APPRECIATION DAY (Councilmember Williams-Brown)
VERNON SLADE JR. APPRECIATION DAY (Councilmember Pritchett)
SHARON BATES APPRECIATION DAY (Councilmembers Sebastian and Gumbs)

Minutes:

Item approved as a part of the Consent Agenda.

7. Consent Agenda: SUBDIVISION PLATS

Request Council confirmation of the following recorded development plats as approved by the City Engineer pursuant to Section 4.2.2.E of the Subdivision Regulations, Appendix D:

- a. 5090 Derrick Road Replat (District 4)
- b. Hayes Estate Lot Split (District 4)
- c. Oaks at Cedar Grove Ph2 (District 4)
- d. Riverside Drive Tract (District 1)

Motion (): Councilmember Sebastian

Second: Councilmember Willis

[Motion]

Yea: 7 Gumbs, Pritchett, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to defer items A and B until the November 28, 2023 meeting.

Items C and D were approved under the Consent Agenda.

8. Request Council Approval of a donation from The Georgia Region Trauma Commission accepting 58 Stop the Bleed kits which will be placed in all city facilities and all city employees will undergo training for active shooter, CPR, and Stop the Bleed. There is no match. (Fire)

Minutes:

Item approved as part of the Consent Agenda.

XI. 8:35 p.m. Agenda Items

9. ADMINISTRATION

8:35 p.m. Request for Council Approval for a change order the professional services agreement with Pieper O'Brien for space planning services for the city hall annex, space planning and design of restroom additions for the municipal court, space planning and design of public restrooms for city hall, and contingency funding, increasing the contract amount from \$97,000 to \$147,000, which includes \$12,750 for contingencies. This is funded by the General Services facilities professional services fund. (General Services)

Motion (Approve): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

Yea: 7 Gumbs, Pritchett, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the change order of the professional services agreement with Pieper O'Brien for space planning services for the city hall annex, space planning, and design of

restroom additions for the municipal court, space planning and design of public restrooms for the city hall, and contingency funding, increasing the contract amount from \$97,000 to \$147,000 which includes \$12,750 for contingencies. This is funded by the General Services Facilities professional services fund.

The motion was approved unanimously.

10. 8:50 p.m. First Read: Request Approval of An Ordinance Amending the Work Session Policy (City Manager)

Minutes:

First Read.

11. 9:05 p.m Request Approval of a request by the Parks and Recreation Department to host "Shaq A Claus" at Welcome All Park with Shaquille O'Neal and Councilmember Helen Willis on December 2, 2023.

Motion (Approve): Councilmember Willis

Second: Councilmember Sebastian

[Motion Approved]

Yea: 7 Gumbs, Pritchett, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

The motion was made to approve all events as amended.

The motion was approved unanimously.

12. PROCUREMENT, CONTRACTS AND SPENDING

9:10 p.m. The South Fulton Police Department is requesting Council Approval to award, Invitation To Bid (ITB) Number 23-60, Wrecker Towing Services Annual Contract, to the primary vendor Youngz Towing and Transport and S and W Services of Atlanta, Inc, the secondary vendor. (Contract Costs Paid By Those Towed)

Motion (Approve): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

Yea: 7 Gumbs, Pritchett, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve Items 12-19 as a group vote.

The motion was approved unanimously.

13. 9:13 p.m. The General Services Department is requesting Council Approval to award, Invitation To Bid (ITB) Number 23-81, Clifftondale Demolition and Site Preparation Project to Southern Environmental Services, Inc, to demolish and prepare the Clifftondale Multipurpose Center site for new construction for an amount not to exceed \$377,670.82.

Minutes:

Item was approved as part of a group block vote for items 12-19.

14. 9:18 p.m. Request for Council Approval to enter into an agreement with Paryani Construction, LLC to demolish and rebuild the pool-pack at Welcome All Park for the amount of \$896,925.00 under an existing State contract. This is funded by the General Services facilities building maintenance and repair fund. Council approved the Interim City Manager's recommendations for the renovation of the Welcome All pool, RES2023-064, on September 26, 2023. (General Services)

Minutes:

Item was approved as part of a group block vote for items 12-19.

15. 9:23 p.m. Request to enter into an agreement with CSX Transportation, Inc for the Stacks Road Bridge Replacement (Public Works)

Minutes:

Item was approved as part of a group block vote for items 12-19.

16. 9:24 p.m. Request to enter into an agreement with CSX Transportation, Inc for the Cascade Road Bridge Maintenance (Public Works)

Minutes:

Item was approved as part of a group block vote for items 12-19.

17. 9:25 p.m. Request to enter into an agreement with CSX Transportation, Inc for the Mallory Road Bridge Maintenance (Public Works)

Minutes:

Item was approved as part of a group block vote for items 12-19.

18. 9:26 p.m. Request Council Approval of A Memorandum of Understanding agreement between the City of South Fulton and the City of Atlanta to accept \$71,807 from the 2023 Byrne Justice Assistance Grant (JAG) Program. There is no match. (Police)

Minutes:

Item was approved as part of a group block vote for items 12-19.

19. 9:27 p.m. Request Council Approval of A Resolution to Authorize the Use of Eminent Domain to Acquire Real Property Interests Necessary to Complete the Stonewall Tell Road At Union Road Intersection Improvements, Project OSI615, Parcel 14; To Authorize the City of South Fulton, Georgia To Condemn Said Property Interests, Where Necessary (Acquisition Cost: \$1,500.00) (4560 Stonewall Tell Road, District 3)

Minutes:

Item was approved as part of a group block vote for items 12-19.

XII. 9:30 p.m. Executive Session, if necessary

Motion (Reconvene): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

Yea: 5 Pritchett, Reeves, Rowell, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to reconvene from Executive Session at 8:32 pm.

The motion was approved 5-0. Councilmembers Sebastian and Gumbs were not present.

Motion (Recess): Councilmember Sebastian

Second: Councilmember Willis

[Motion Approved]

Yea: 7 Gumbs, Pritchett, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to recess for the Executive Session for Personnel, Litigation, Real Estate, and Cyber Security at 8:12 pm.

The motion was approved unanimously.

XIII. Adjournment of Meeting

Motion (Adjourn): Councilmember Rowell

Second: Linda Pritchett

[Motion Approved]

Yea: 5 Pritchett, Reeves, Rowell, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the meeting at 8:32 pm.

The motion was approved 5-0. Councilmembers Sebastian and Gumbs were not present.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Work Session Minutes from November 14, 2023

DATE: November 28, 2023

SUBJECT: Request Council Approval of City Council Work Session Minutes from November 14, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_WS_2023_11_14_Meeting DRAFT	Cover Memo	11/28/2023

CITY OF SOUTH FULTON, GEORGIA
WORK SESSION - Welcome All Park Multipurpose Facility, 4255 Will Lee Rd, South Fulton,
GA 30349
Tuesday, November 14, 2023, 4:00 PM



COUNCIL WORK SESSION MEETING MINUTES

I. 4:00 p.m. Call to Order - Mayor khalid

Minutes:

The meeting was called to order by Mayor Pro Tem Natasha Williams-Brown at 4:02 pm.

II. 4:01 p.m. Roll Call - Corey Adams, City Clerk

Attendee Name	Title	Status	Arrived
khalid kamau	Mayor	Present	4:05 pm
Catherine F. Rowell	District 1 Councilmember	Present	4:11 pm
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Jaceey Sebastian	District 4 Councilmember	Present	
Corey A. Reeves	District 5 Councilmember	Present	Virtually
Natasha Williams	District 6 Councilmember	Present	
Linda Pritchett	District 7 Councilmember	Present	

**Following the roll call by the City Clerk, a quorum was established.
Councilmember Corey Reeves attended virtually.**

III. 4:03 p.m. City Manager Items - Sharon Subadan, Interim City Manager

1. City Manager Monthly Reports (inclusive of the Finance and Public Works Reports)
 - a. Briefing on city contracts/purchases over \$100,000
 - b. Update City Initiatives Aligned with Strategic Plan

Minutes:

Sharon Subadan, Interim City Manager, provided the monthly city manager's report.

IV. City Attorney's Report (not discussed in Public, per City Attorney)

Minutes:

No Report.

V. 4:30 p.m. Presentations

2. 4:30 p.m. Streetlight Master Plan (Public Works, TSW Consultants)

Minutes:

Mr. David Linott and Mr. Bill Womack presented the streetlight master plan.

The Mayor and Council expressed concern about recommendations for the streetlight master plan.

3. 5:00 p.m. Old National Highway Livable Centers Initiative (LCI) Update (CDRA, The Collaborative Firm)

Minutes:

The Old National Highway Livable Centers Initiative Update was presented by Micheal Hightower, T Dallas Smith, and Dan Myers.

Several council members expressed concern and questions in response to the updates on the Old National Highway Livable Centers Initiative.

4. 5:20 p.m. Classification and Compensation (Pay) Study Update (Human Resources, Evergreen Solutions, LLC.)

Minutes:

Mr. Peter Backhouse of Human Resources, Evergreen Solutions, LLC. presented the Classification and Compensation Pay Study Update.

VI. 5:40 p.m. Short Executive Session, Real Estate

When an Executive Session is Required, one will be called for the following issues: 1) Personnel, 2) Litigation or 3) Real Estate

Minutes:

No Executive Session.

VII. 6:00 p.m. Adjournment of Meeting

Motion (): Councilmember Willis

Second: Linda Pritchett

[Motion]

Yea: 7 Gumbs, Pritchett, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the Work Session at 6:13 pm.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from November 14, 2023

DATE: November 28, 2023

SUBJECT: Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from November 14, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_ZPH_2023_11_14_Meeting DRAFT	Cover Memo	11/28/2023

CITY OF SOUTH FULTON, GEORGIA
ALCOHOL/ZONING PUBLIC HEARINGS - Welcome All Park Multipurpose Facility,
4255 Will Lee Rd, South Fulton, GA 30349
Tuesday, November 14, 2023, 6:00 PM



SPECIAL CALLED MEETING MINUTES

1. 6:00 p.m. Meeting Called to Order – Mayor khalid

Minutes:

The meeting was called to order by Mayor khalid kamau at 6:28 pm.

2. 6:01 p.m. Roll Call - Corey Adams, City Clerk

Minutes:

Attendee Name	Title	Status	Arrived
khalid kamau	Mayor	Present	
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Jaceey Sebastian	District 4 Councilmember	Present	
Corey A. Reeves	District 5 Councilmember	Present	Virtually
Natasha Williams	District 6 Councilmember	Present	
Mark Baker	District 7 Councilmember	Present	

Following the roll call by the City Clerk, a quorum was established. Councilmember Reeves was present via zoom.

3. Agenda Items

1. **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

6:01 p.m. Public Hearing – The city proposes to substantially amend the City's Five-Year Consolidated Plan (2020-2024) Annual Action Plan and to reprogram funds.

Minutes:

A Public Hearing was held.

No comments in favor or against.

2. ALCOHOL LICENSE

6:20 p.m. Public Hearing - The applicant for Jonzey Enterprise LLC, dba Sandtown Pub, has applied for an alcohol license for the consumption sales of wine, beer and distilled beverages at 5819 Campbellton Rd Ste 202-203, Atlanta, Ga. 30331. This request is due to a new license. All applicable fees have been paid. (District 1)

Minutes:

A Public Hearing was held.

No comments in favor or against.

Owner Fredericka Jones spoke briefly.

3. REZONING/SPECIAL USE PERMIT

6:40 p.m. Public Hearing – Z23-013/U23-010: Application by Kelia Smith requesting to rezone property from the AG-1 (Agricultural District) zoning district to the R-6 (Two-Family Dwelling District) zoning district and requesting a Special Use Permit to operate a Day Care Center for property located at 3873 Demooney Road (Parcel ID: 14F0144LL0953) (District 4) Staff Recommendation: DENIAL Planning Commission Recommendation: DENIAL

Minutes:

A Public Hearing was held.

Applicant: Kelia Smith

**Support: Carolyn Robinson
Herman Scott**

4. 6:50 p.m. Public Hearing – Z23-014: Application by Kema Tillman to rezone property from the AG-1 (Agricultural District) zoning district to the TR (Townhouse Residential District) zoning district to develop eight (8) townhomes on property located at 5510 Feldwood Place (Parcel ID: 09F250101050314) (District 5). Staff Recommendation: APPROVAL Planning Commission Recommendation: DENIAL

Minutes:

A Public Hearing was held.

Applicant: Kema Tilman

Opposition:

Glenda Collins

Micheal Venable

Alvin Reynolds

4. Adjournment of Meeting

Motion (): Councilmember Willis

Second: Linda Pritchett

[Motion]

Yea: 7 Gumbs, Pritchett, Reeves, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the meeting at 7:30 pm.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Consent Agenda: SUBDIVISION PLATS

DATE: November 28, 2023

SUBJECT: Consent Agenda: SUBDIVISION PLATS

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
November 14 2023 Agenda Item - Hayes Estate Lot Split	Cover Memo	11/22/2023
230081 Final Plat - Hayes Estate	Cover Memo	11/22/2023
5090 Derrick Rd	Cover Memo	11/22/2023
November 10 2023 Agenda Item - 5090 Derrick Road	Cover Memo	11/22/2023

City of South Fulton Agenda Item Summary



City Council Meeting Date 11/14/2023		
Requesting Department CDRA - Engineering and Land Development		Council District(s) Affected Council District 4
Requested Action Council to confirm the final plat for the Estate of Everett & Martha W. Hayes lot division.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 4.2.2.E of the City's Municipal Codes calls for the City Council to confirm receipt of all recorded plats. All recorded plats have been received and logged by Fulton County Superior Court, at this time. Located in Council District #4, This final plat for the Estate of Everett & Martha W. Hayes lot division is for the subdivision of the 19.76 acre parcel into 3 lots (Tract 1: 1.077 acres; Tract 2: 13.176 acres; Tract 3: 5.510 acres).		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) 4.2.2.E The final plat shall be considered approved at the time of the certification by the Director. Upon receipt of the recorded plat by the Department, the final plat shall be presented for confirmation to the City Council at the next regularly scheduled meeting. In residential and non-residential subdivisions, building permits shall not be issued for any approved minor or final plat until the approval of the Director and the receipt by the Department of the final recorded plat for subsequent confirmation by the City Council is complete.		
Funding Source (if applicable)		
Financial Impact (if applicable)		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval _____ _____		Finance Director Approval _____
Assistant City Manager Approval _____	City Attorney Approval _____	City Manager Approval _____

Certification as to Recording:
This is to certify that this plat has been recorded in Plat Book
Page _____ of Fulton County
Recorded on _____ 20____
Clerk of Superior Court
Fulton County, Georgia

THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

FLOOD HAZARD:

The Intermediate Regional Flood (I.R.F.) areas shown hereon were determined by the Professional Engineer whose stamp and signature are affixed hereto. The City of South Fulton does not, by approving this Plat, warrant their accuracy nor imply that land outside the areas of flood hazard shown will be free from flooding or flood damage. Further, the City of South Fulton does not by approving this Plat nor accepting the public improvements therein, assume maintenance of the flood carrying capacity of the flood areas or watercourses. Maintenance shall remain the responsibility of the owner(s) of the land upon which they exist. The owner of a lot or parcel that contains a flood hazard area is required to submit a site plan to the City of South Fulton, prior to the initiation of any improvements to the lot or parcel. The site plan shall include the location and elevation of the I.R.F. within the lot or parcel and the existing and proposed improvements. Approval of the site plan by the City of South Fulton is required prior to the issuance of a building permit.

DRAINAGE NOTE:

The owner of record, on behalf of himself (itself) and all successors in interest specifically releases the City of South Fulton from any and all liability and responsibility for flooding or erosion from storm drains or from flooding from high water of natural creeks, rivers, or drainage features. A drainage easement is hereby established for the sole purpose of providing for the emergency protection of the free flow of surface waters along all watercourses as established by these Regulations and the Director of Public Works Department. Said Director may conduct emergency maintenance operations within this easement where emergency conditions exist. Emergency maintenance shall be the removal of trees and other debris, excavation, filling, and the like necessary to remedy a condition which in the judgement of staff and Director is potentially injurious to life, property, or the public road or utility system. Such emergency maintenance, conducted for a common good, shall not be construed as constituting a maintenance obligation on the part of the City of South Fulton, nor an abrogation of the City of South Fulton's right to seek reimbursement for expenses from the owner(s) of the property(ies) or the lands that generated the conditions.

REFERENCE MATERIAL

STATEMENT OF SLOPE EASEMENT

This Plat is approved with the understanding that easement is granted to the City of South Fulton along all road frontage for the purpose of sloping cuts and fills as follows:

- 0' to 5' - not less than 3 to 1 slope
5' to 10' - not less than 2 to 1 slope

FIRE PROTECTION NOTES:

Be aware that for dwellings more than five hundred (500) feet off the road, flag lots or lots with unusual configurations, the Fire Department may not be able to provide fire protection unless the following items are fulfilled:

- a) A fire hydrant or water source approved by the fire department must be available within 500 feet of the dwelling's most remote point.
b) An all-weather driveway of at least 14 feet width and having a vertical clearance of 13 feet, 6 inches must be provided.
c) An approved turnaround at the dead end of any road or drive over 150 feet long must be provided.
d) Fire Department approval is required for any access so constructed.

SURVEYOR'S CERTIFICATE:

"It is hereby certified that this Final Plat is true and correct and was prepared from an actual survey of the Property, by me or persons under my supervision; that all monuments shown hereon actually exist or are marked as "Future," and their location, size, type and material are correctly shown."

By: B. Jeff Davis 09-14-23

Registered Georgia Land Surveyor No.: 3211

SURVEYORS CERTIFICATION

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to the intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

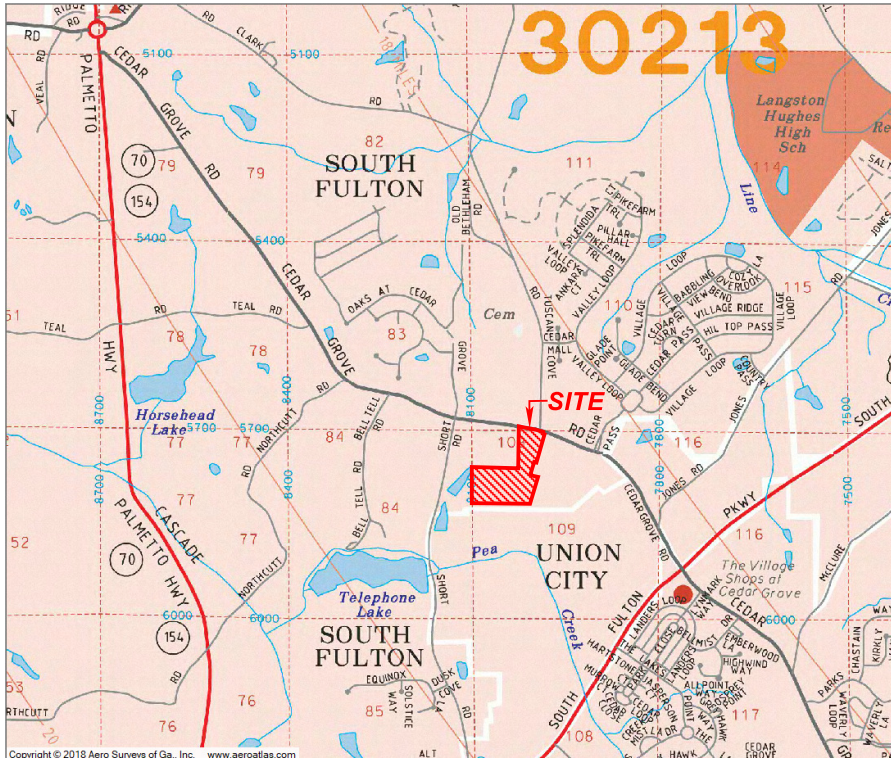


B. Jeff Davis 09-14-23
B. JEFF DAVIS
GA. REGISTERED LAND SURVEYOR #3211
DATE:

FINAL PLAT

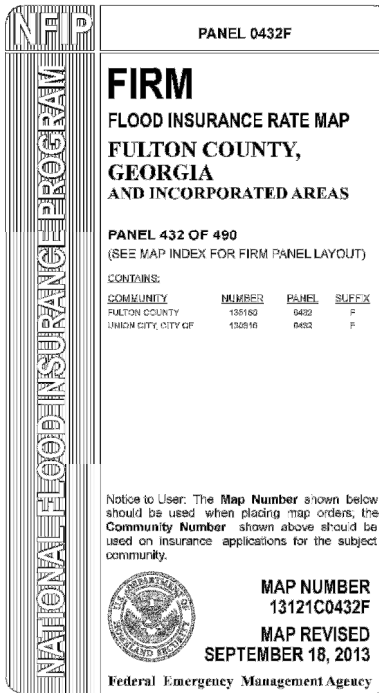
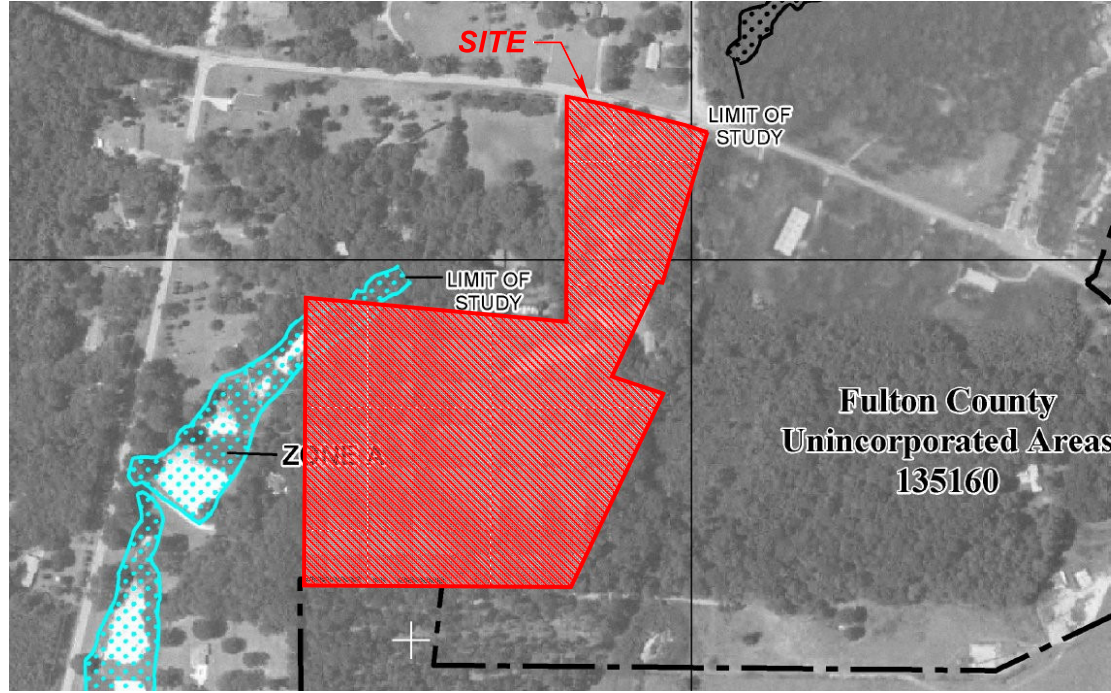
~ ESTATE OF EVERETT & MARTHA W. HAYES ~

**VICINITY MAP
(NOT TO SCALE)**



Atlanta Metropolitan Series October 2018 to October 2019
Copyright 2018 Aero Surveys of Georgia, Inc.
Reproduced by Permission

**FLOOD MAP
(NOT TO SCALE)**



FLOOD STATEMENT

ACCORDING TO F.I.R.M. PANEL #13121C0432F, EFFECTIVE DATE SEPTEMBER 18, 2013, A PORTION OF THIS PROPERTY IS LOCATED IN A FEDERALLY DESIGNATED ZONE "A" FLOOD HAZARD AREA. FLOOD LINES SHOWN HEREON ARE TAKEN GRAPHICALLY FROM THE AFOREMENTIONED FLOOD MAP ONLY AND ARE NOT FIELD LOCATED BY THIS SURVEYOR.

SURVEY NOTES

EQUIPMENT USED:

ANGULAR AND LINEAR MEASUREMENTS WERE OBTAINED USING A SPECTRA PRECISION FOCUS 35 - 3" ROBOTIC TOTAL STATION AND A SPECTRA PRECISION RANGER DATA COLLECTOR.

CLOSURE STATEMENT:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 24,359 FEET WITH AN ANGULAR ERROR OF 2.37 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND TRACT 1 IS ACCURATE WITHIN ONE FOOT IN 267,252 FEET; TRACT 2 IS ACCURATE WITHIN ONE FOOT IN 604,383 FEET; TRACT 3 IS ACCURATE WITHIN ONE FOOT IN 1,633,409 FEET.

THE BEARINGS SHOWN HEREON ARE REFERENCED TO GRID NORTH (GA WEST ZONE), AND WERE CALCULATED FROM ANGLES TURNED IN THE FIELD.

THE PROJECT HORIZONTAL DATUM IS RELATIVE TO THE NORTH AMERICAN DATUM 1983 (NAD 83), 2011 ADJUSTMENT, PROJECTED TO THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE. THE VERTICAL DATUM IS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

THE DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND MEASUREMENTS.

DATES OF FIELD SURVEY: 08/25/23, 08/29/23, 09/05/23, 09/06/23, & 09/08/23.

UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

GENERAL NOTES

SUBJECT PROPERTY INFORMATION:

- PARENT TAX PARCEL I.D. #: 07 070101090270
- OWNER(S) OF RECORD: MARTHA HAYES PULLIAM, DINAH HAYES MCGEE, & DENNIS EARL HAYES
- DEED OF RECORD: DB 60468, PG. 334
- PROPERTY ZONED: AG-1

TOTAL NUMBER OF LOTS = 3

TOTAL AREA = 19.763 ACRES
TRACT 1 = 1.077 ACRES
TRACT 2 = 13.176 ACRES
TRACT 3 = 5.510 ACRES

ZONING = AG-1 (CEDAR GROVE OVERLAY DISTRICT)

WATER SERVICE PROVIDED BY INDIVIDUAL WELL.
(NOTE: PUBLIC WATER SERVICE AVAILABLE BUT NOT CURRENTLY USED BY THIS SUBJECT PROPERTY)

WASTEWATER SERVICE PROVIDED BY INDIVIDUAL ON-SITE SEPTIC SYSTEM.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A FULL CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY. ALL MATTERS OF TITLE ARE EXCEPTED.

ZONING

PROPERTY ZONED: AG-1 (CEDAR GROVE OVERLAY DISTRICT)

REQUIRED SETBACKS:

- FRONT: 60 FEET
- REAR: 50 FEET
- SIDE INTERIOR: 25 FEET
- SIDE CORNER: 40 FEET

MINIMUM HEATED FLOOR AREA: N/A

PARKING SPACE(S)/DWELLING UNIT: N/A

MINIMUM REQUIRED LOT AREA: 43,560 SQUARE FEET (1 ACRE)

MINIMUM REQUIRED LOT FRONTAGE: 35 FEET

MINIMUM REQUIRED LOT WIDTH AT THE BUILDING LINE: 100 FEET

FULTON COUNTY HEALTH DEPARTMENT

This subdivision, as shown, is approved upon the condition that sewage disposal and water supply facilities are in compliance with Articles C and D, Sewage Disposal and Drinking Water Supply of the Fulton County Health Department regulations and in accordance with the requirements below:

WATER SUPPLY **SEWAGE DISPOSAL**

- () Public Water Supply () Public Sanitary
() Individual Water Supplies () Individual Onsite Sewage

Service Requirements - S/D Type **Service Requirements - S/D Type**

- () Type "A" () Type "A" () Type "C"
() Type "B" () Type "B" () Type "D"

Date _____ Fulton County Health Department

Revision Date _____ Fulton County Health Department

OWNER/SUBDIVIDER:

MARTHA HAYES PULLIAM
699 BANKSTOWN ROAD
FAYETTEVILLE, GA 30215

CONTACT:

MARTHA HAYES PULLIAM
PHONE: (770) 856-8493

OWNER'S ACKNOWLEDGEMENT:

(State of Georgia)
(City of South Fulton)
(County of Fulton)

The owner of the land shown on this plat and whose name is subscribed thereto, in person or through a duly authorized agent, hereby acknowledges that this Plat was made from an actual survey, and dedicates to the public use forever those water and sewer improvements constructed in accordance with this plat that are specified labeled as dedicated to the public, and dedicates to the City of South Fulton, the complete ownership and use of all public streets and dedicated right-of-way specifically labeled as public streets and dedicated right-of-way, and dedicates to the use of the public forever the following:

Public Streets: _____ 0 _____ acres

Public Sewer Easements: _____ 0 _____ acres

Public Drainage Easements: _____ 0 _____ acres

Public Parks/Open Space: _____ 0 _____ acres

Martha Hayes Pulliam

Name of Owner of Record/Subdivider

Dinah Hayes McGee

Name of Owner of Record/Subdivider

Dennis Earl Hayes

Name of Owner of Record/Subdivider

Signature of Owner of Record/Subdivider

Signature of Owner of Record/Subdivider

Signature of Owner of Record/Subdivider

Date

Date

Date

All owners must sign the original document in a permanent type BLACK ink prior to submittal (Ball point and felt pens are not acceptable)

FINAL PLAT APPROVAL

The Director of the Community and Regulatory Affairs Department of The City of South Fulton, Georgia, certifies that this plat complies with the South Fulton Zoning Resolution, Conditions of Zoning, and the South Fulton Subdivision Regulations, as amended.

For the Director, Community and Regulatory Affairs

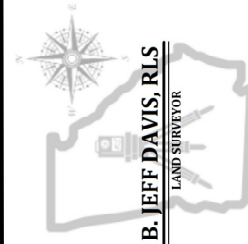
Date

"City of South Fulton, Fulton County, and City of Atlanta personnel and/or agents shall have free and total access to and across all easements."

REVISIONS:

SHEET
1 OF 2

PROJECT NO.: 230081
DRAWING FILE: 230081.TRV
DRAWN BY: B/D
SURVEY DATE: 09/08/2023
SCALE: N/A
DATE: 09/14/2023
REVISED:



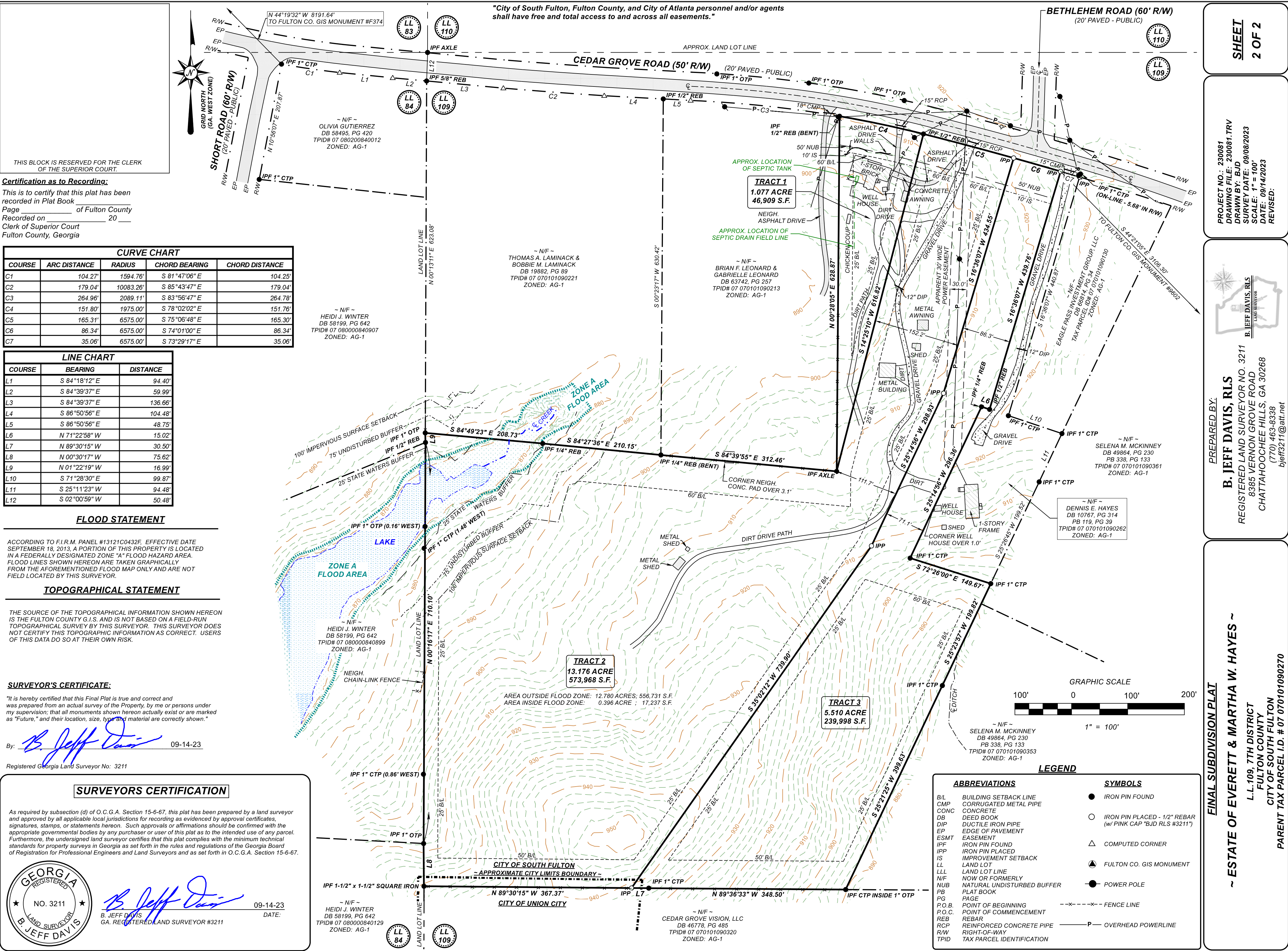
PREPARED BY:
B. JEFF DAVIS, RLS
REGISTERED LAND SURVEYOR NO. 3211
8385 VERNON GROVE ROAD
CHATTAHOOCHEE HILLS, GA 30268
(770) 463-8338
bjeff3211@att.net

FINAL SUBDIVISION PLAT

~ ESTATE OF EVERETT & MARTHA W. HAYES ~

L.L. 109, 7TH DISTRICT
FULTON COUNTY
CITY OF SOUTH FULTON

PARENT TAX PARCEL I.D. # 07 070101090270



Certification as to Recording:
This is to certify that this plat has been recorded in Plat Book _____ of Fulton County
Recorded on _____ 20 _____
Clerk of Superior Court
Fulton County, Georgia

CURVE CHART				
COURSE	ARC DISTANCE	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	104.27'	1594.76'	S 81°47'06" E	104.25'
C2	179.04'	10083.26'	S 85°43'47" E	179.04'
C3	264.96'	2089.11'	S 83°56'47" E	264.78'
C4	151.80'	1975.00'	S 78°02'02" E	151.76'
C5	165.31'	6575.00'	S 75°06'48" E	165.30'
C6	86.34'	6575.00'	S 74°01'00" E	86.34'
C7	35.06'	6575.00'	S 73°29'17" E	35.06'

LINE CHART		
COURSE	BEARING	DISTANCE
L1	S 84°18'12" E	94.40'
L2	S 84°39'37" E	59.99'
L3	S 84°39'37" E	136.66'
L4	S 86°50'56" E	104.48'
L5	S 86°50'56" E	48.75'
L6	N 71°22'58" W	15.02'
L7	N 89°30'15" W	30.50'
L8	N 00°30'17" W	75.62'
L9	N 01°22'19" W	16.99'
L10	S 71°28'30" E	99.87'
L11	S 25°11'23" W	94.48'
L12	S 02°00'59" W	50.48'

FLOOD STATEMENT

ACCORDING TO F.I.R.M. PANEL #13121C0432F, EFFECTIVE DATE SEPTEMBER 18, 2013, A PORTION OF THIS PROPERTY IS LOCATED IN A FEDERALLY DESIGNATED ZONE "A" FLOOD HAZARD AREA. FLOOD LINES SHOWN HEREON ARE TAKEN GRAPHICALLY FROM THE AFOREMENTIONED FLOOD MAP ONLY AND ARE NOT FIELD LOCATED BY THIS SURVEYOR.

TOPOGRAPHICAL STATEMENT

THE SOURCE OF THE TOPOGRAPHICAL INFORMATION SHOWN HEREON IS THE FULTON COUNTY G.I.S. AND IS NOT BASED ON A FIELD-RUN TOPOGRAPHICAL SURVEY BY THIS SURVEYOR. THIS SURVEYOR DOES NOT CERTIFY THIS TOPOGRAPHIC INFORMATION AS CORRECT. USERS OF THIS DATA DO SO AT THEIR OWN RISK.

SURVEYOR'S CERTIFICATE:

"It is hereby certified that this Final Plat is true and correct and was prepared from an actual survey of the Property, by me or persons under my supervision; that all monuments shown hereon actually exist or are marked as "Future," and their location, size, type and material are correctly shown."

By: *B. Jeff Davis* 09-14-23
Registered Georgia Land Surveyor No: 3211

GEORGIA
REGISTERED
NO. 3211
LAND SURVEYOR
B. JEFF DAVIS

B. Jeff Davis
B. JEFF DAVIS
GA. REGISTERED LAND SURVEYOR #3211

09-14-23
DATE:

09-14-23
DATE:

09-14-23
DATE:

09-14-23
DATE:

SHEET
2 OF 2

PROJECT NO.: 230081
DRAWING FILE: 230081.TRV
DRAWN BY: BJD
SURVEY DATE: 09/08/2023
SCALE: 1" = 100'
DATE: 09/14/2023
REVISED:

B. JEFF DAVIS, RLS
LAND SURVEYOR

PREPARED BY:
B. JEFF DAVIS, RLS
REGISTERED LAND SURVEYOR NO. 3211
8385 VERNON GROVE ROAD
CHATTAHOOCHEE HILLS, GA 30268
(770) 463-8338
bjeff3211@att.net

FINAL SUBDIVISION PLAT

~ ESTATE OF EVERETT & MARTHA W. HAYES ~
L.L. 109, 7TH DISTRICT
FULTON COUNTY
CITY OF SOUTH FULTON
PARENT TAX PARCEL I.D. # 07 070101090270

* L E G E N D *

NOTE: ALL ITEMS IN THIS LEGEND MAY NOT APPEAR ON THIS PLAT. AKA ALSO KNOWN AS APD AS PER DEED APP AS PER PLAT

BSL BUILDING (SETBACK) LINE
CP COMPUTED POINT
CTP CRIMP TOP PIPE FOUND
D DEED (BOOK/PAGE)
DW DRIVEWAY
EP EDGE OF PAVEMENT
FFE FINISH FLOOR ELEVATION
FKA FORMERLY KNOWN AS
HWD HARDWOOD TREE
IPF IRON PIN FOUND
L ARC LENGTH
LL LAND LOT
LLL LAND LOT LINE
N NEIGHBOR'S
N/F NOW OR FORMERLY
NAIL NAIL FOUND
P PLAT (BOOK/PAGE)
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R RADIUS LENGTH
R/W RIGHT-OF-WAY
RBF REINFORCING BAR FOUND
RBS 1/2" REINFORCING BAR SET
SW SIDEWALK
SSCO SANITARY SEWER CLEANOUT
SSE SANITARY SEWER EASEMENT
-X- FENCE LINE

NOTE: Bearings shown on the plat are calculated from angles turned in the field

NOTES:

a. "Water service provided by _____."

b. "Wastewater service provided by _____."

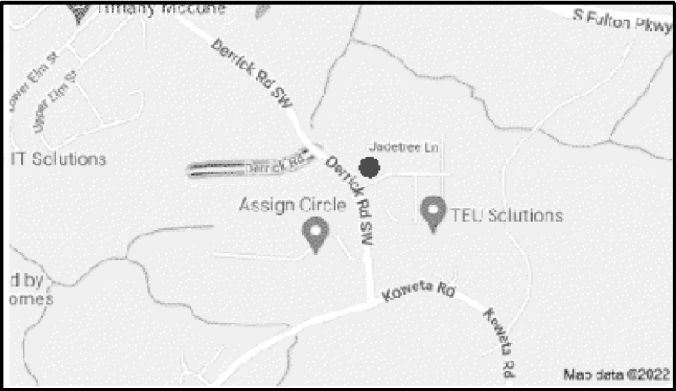
c. "According to the Flood Insurance Rate Map (F.I.R.M.) of Fulton County, panel number _____, dated _____, a portion of this property is/is not located in a Flood Hazard Area."

d. Include copy of F.I.R.M. panel on plat indicating site location.

MINOR SUBDIVISION PLAT APPROVAL

The Director of the Community Development and Regulatory Affairs Department of the city of South Fulton, Georgia, certifies that this plat complies with the City of South Fulton Zoning Resolution, Conditions of Zoning, and the City of South Fulton Subdivision Regulations as amended.

For the Director, Community Development Services _____ Date _____



VICINITY MAP (NOT TO SCALE)

SURVEYOR'S ACKNOWLEDGEMENT:

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made under my supervision

By Walter Prince

Date 09/25/22

Registered Georgia Land Surveyor's number 2808

OWNER'S ACKNOWLEDGEMENT:

(STATE OF GEORGIA)
(CITY OF SOUTH FULTON)
(FULTON COUNTY)

The owner of record of the land shown on this plat and whose name is subscribed thereto, in person or through a duly authorized agent, hereby acknowledges that this plat was made from an actual survey, dedicates to the public for use forever those water and sewer improvements constructed in accordance with this plat that are specifically labeled as dedicated to the public, and dedicates to the City of South Fulton, the complete ownership and use of all public streets and dedicated right-of-way specifically labeled as public streets and dedicated right-of-way, and dedicates to the use of the public forever the following:

Public Streets _____ acres
Public Sewer Easements _____ acres
Public Drainage Easements _____ acres
Public Parks/Open Space _____ acres

Typed Name of Subdivider _____ Typed Name of Owner of Record _____
Signature of Subdivider _____ Signature of Owner of Record _____
Date _____ Date _____

BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY FOR: MARCUS NELSON

5090 DERRICK ROAD
ATLANTA, GA. 30349
PARCEL ID: 09F330201360522
LAND LOT: 0 55TH DISTRICT
CITY OF SOUTH FULTON
FULTON COUNTY, GEORGIA
DATE OF FEILD SURVEY: 9-21-021
SCALE 1"=40' DATE OF PLAT 9-23-2021

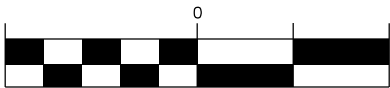
LOT #5090 AREA
43,694 sq.ft.
1.003 acres
ZONING: R-1

LOT #5092 AREA
43,560 sq.ft.
1.0 acres
ZONING: R-1

ZONING: R-5(PROPOSED)

MINIMUM SET BACKS
FRONT YARD SETBACK = 30'
REAR YARD SETBACK = 7'
SIDE YARD SETBACK = 7'

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

TOTAL LOT AREA
87,254 sq.ft.
2.003 acres
ZONING: R-1

JML RESIDUARY TRUST UNDER ARTICLE 11
OF THE JML REVOCABLE TRUST ET AL
ZONING R1

SITE PLAN

City of South Fulton Agenda Item Summary



City Council Meeting Date 11/14/2023		
Requesting Department CDRA - Engineering and Land Development		Council District(s) Affected Council District 4
Requested Action Council to confirm the revision of the minor plat for 5090 Derrick Road		
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 4.2.2.E of the City's Municipal Codes calls for the City Council to confirm receipt of all recorded plats. All recorded plats have been received and logged by Fulton County Superior Court, at this time. Located in Council District #4, This revision of the minor plat for 5090 Derrick Road is to update the subdivision of the 2 acre parcel into two (2) 1 acre parcels.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) 4.2.2.E The final plat shall be considered approved at the time of the certification by the Director. Upon receipt of the recorded plat by the Department, the final plat shall be presented for confirmation to the City Council at the next regularly scheduled meeting. In residential and non-residential subdivisions, building permits shall not be issued for any approved minor or final plat until the approval of the Director and the receipt by the Department of the final recorded plat for subsequent confirmation by the City Council is complete.		
Funding Source (if applicable)		
Financial Impact (if applicable)		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval _____ _____ _____		Finance Director Approval _____
Assistant City Manager Approval _____	City Attorney Approval _____	City Manager Approval _____

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Approval of A Resolution To Request The General Assembly And Governor Of Georgia To Accept Federal Medicaid Funding

DATE: November 28, 2023

SUBJECT: Request Approval of A Resolution To Request The General Assembly And Governor Of Georgia To Accept Federal Medicaid Funding

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Resolution - Medicaid Expansion	Cover Memo	11/22/2023

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RES2023-_____

A RESOLUTION TO REQUEST THE GENERAL ASSEMBLY AND GOVERNOR OF GEORGIA ACCEPT FEDERAL MEDICAID FUNDING AND IMPLEMENT THE FULL EXPANSION OF HEALTH INSURANCE COVERAGE AS PROVIDED BY THE AFFORDABLE CARE ACT; AND FOR OTHER PURPOSES.

(Sponsored by Councilmember Willis)

WHEREAS, The City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof ("City Council"); and

WHEREAS, Georgia's Medicaid program has very restrictive eligibility criteria that currently excludes approximately 500,000 low-income Georgians from receiving comprehensive, affordable health insurance coverage to provide for personal well-being and financial stability; and

WHEREAS, expanding Medicaid would be good for Georgia's economy – creating 56,000 jobs in Georgia each year and boosting the state's economic output by \$6.5 billion by supporting the healthcare industry, jobs, and Georgia's overall economy, dwarfing future projected costs to Georgia; and

WHEREAS, Georgians are already paying federal taxes toward expanding Medicaid and state leaders have ignored billions of dollars meant to pay for Georgians' health coverage. The American Rescue Plan (ARP) Act passed in March 2021 makes the financial benefit to Georgia even greater. Through the increased federal match in the ARP for states that expand Medicaid, Georgia would receive enough money to have an excess of approximately \$700 million that it could reinvest in the state – no strings attached; and

WHEREAS, expanding Medicaid would help the City of South Fulton thrive. Medicaid expansion would increase the number of insured members of our community, improve the financial footing of health care providers and hospitals who treat our residents, and bring new economic activity to our city. The improved finances of local health care providers and hospitals acts as an economic multiplier, creating community-based jobs, and buoying the hospitality, retail, transportation, and real estate sectors of our local economy; and

WHEREAS, expanding Medicaid would help Georgia recover from the Coronavirus pandemic. Uninsured adults faced a higher risk of exposure to COVID-19 due to the types of jobs they are more likely to hold. Many of these low-wage workers are not offered benefits from their employer but worked in essential front-line jobs that kept our community moving during the pandemic. Medicaid allows Georgians that are sick or have lost their jobs due to the pandemic to receive quality, affordable health care coverage they get back on their feet again.

THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY RESOLVES that the Mayor and City Council of the City of South Fulton, Georgia, calls upon the

General Assembly and the Governor of Georgia to accept Federal Medicaid funds and fully expand insurance coverage pursuant to the Affordable Care Act during the next session of the General Assembly.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval Authorizing the Police Chief, on behalf of the City of South Fulton, to accept the donation of 15 Portable Power Stations

DATE: November 28, 2023

SUBJECT: Request Council Approval Authorizing the Police Chief, on behalf of the City of South Fulton, to accept the donation of 15 Portable Power Stations

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
SFPD Power Stations Donation - Council Approval - unsigned	Cover Memo	11/22/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The Police Department is requesting Council Approval to procure gunshot detection technology from Sound Thinking (ShotSpotter)

DATE: November 28, 2023

SUBJECT: The Police Department is requesting Council Approval to procure gunshot detection technology from Sound Thinking (ShotSpotter)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ShotSpotter - COSF Price Proposal	Cover Memo	11/22/2023
Council Approval ShotSpotter - \$458,500 3Yr Contract (SFPD Grant Funded) - signed	Cover Memo	11/22/2023



**Price Proposal for Subscription-Based
Gunshot Detection, Location, and Forensic Analysis Service
for South Fulton Police Department, Georgia**

October 13, 2023

Proposal ID: SFULT101323

Submitted by: Trish Layne – Director, Midwest Region
510.203.6471 mobile
650.887.2106 fax
tlayne@soundthinking.com

SoundThinking, Inc.
39300 Civic Center Drive, Suite 300
Fremont, California 94538
888.274.6877
www.soundthinking.com



Executive Summary

Introduction

SoundThinking™ (formerly known as ShotSpotter) is pleased to present this proposal in response to the South Fulton Police Department's request. A component of our SafetySmart™ Platform, the proposed ShotSpotter® solution is designed to identify, locate, and track active gunfire, and will support the Police Department's efforts to more effectively respond to and investigate gunfire incidents. The proposed solution is deployed across the country and serves agencies of all sizes that are committed to leveraging our real-time gunfire intelligence to reduce gun violence and build community trust.

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

DETECT – ShotSpotter detects and locates gunfire incidents to enable a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.

PROTECT – ShotSpotter alerts allow first responders to respond swiftly to find victims and save lives. Cities with ShotSpotter report a 3.5 minute reduction in transport time for gunshot victims. In addition, ShotSpotter helps protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.

CONNECT – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies, in light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

Under-reporting of persistent gunfire: Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
Recognition: "Was that gunfire, fireworks, or something else?"
Retaliation: "If they find out I called, will they come after me?"
Resignation: "No one came the last time I called..."

Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

Late and inaccurate information: When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event occurred, and based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, diminishing the opportunity to identify suspects and witnesses, recover evidence, and most importantly, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Enhanced targeted enforcement (precision policing)
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

We appreciate your consideration of our proposal. SoundThinking is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to reduce gun crime in the City of South Fulton.

Company History

SoundThinking is a public safety technology company that combines transformative solutions and strategic advisory services for sound decisions, to make neighborhoods safer and improve community confidence. SoundThinking was founded in 1995 (as ShotSpotter, Inc.) and has been providing gunshot detection solutions since its inception. SoundThinking is the world leader in gunshot detection, with over 1,000 square miles operational; more than 14 million incidents reviewed; and 40 issued patents. SoundThinking is a publicly traded corporation (NASDAQ: SSTI) with approximately 200 full-time employees and is headquartered in Fremont, California.

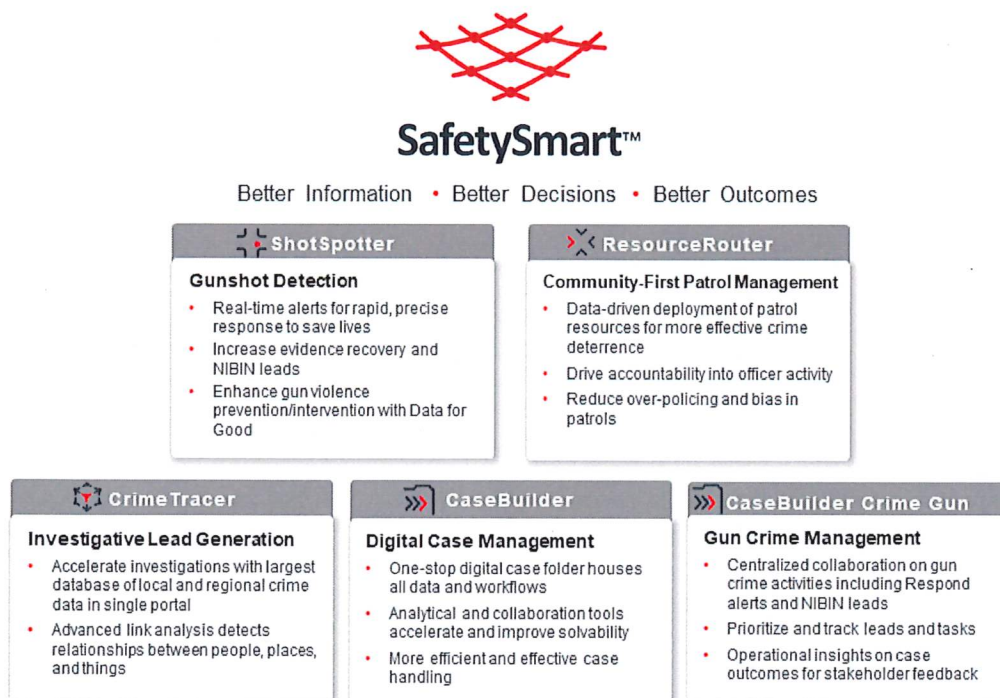
The following table provides an overview of SoundThinking's history and growth.

1995	SoundThinking (formerly ShotSpotter) founded by Dr. Robert Showen. With over 30 years of acoustic and geophysics experience, it was Dr. Showen's vision to help curb gunfire that led him to design the ShotSpotter gunshot detection system.
1996	The US Patent Office granted SoundThinking its first patent
2010	Ralph Clark joined SoundThinking as President and CEO
2011	SoundThinking opened the Incident Review Center (IRC) allowing SoundThinking to publish or dismiss detected gunshots with a higher level of accuracy
2014	Cape Town, South Africa became SoundThinking's first international SaaS customer
2016	SoundThinking formed our Customer Success Team to assist all customers in maximizing the value of the ShotSpotter service
2017	SoundThinking achieved a World Class Net Promotor Score (NPS) of 55% SoundThinking became a publicly traded company (NASDAQ: SSTI)
2018	SoundThinking acquired HunchLab technology and introduced a proactive patrol management solution (formerly Connect, now ResourceRouter™) SoundThinking won the Noble Technology Award from National Organization of Black Law Enforcement Executives SoundThinking won AST Homeland Security Award for Best Gunshot Detection System The City of Chicago expanded ShotSpotter coverage to over 100 miles and reported a 26% decrease in shootings from the previous year Kruger National Park in South Africa went live with ShotSpotter in the park's iconic Intensified Protection Zone (IPZ)
2019	SoundThinking received approval from the Oakland City Council and unanimous approval for use of its gunshot detection technology from the Oakland Privacy Advisory Commission (PAC) SoundThinking welcomed its 100th customer SoundThinking deployed its first sensors in Malaysia in an effort to reduce blast fishing, save the coral reef, and ensure local food security
2020	SoundThinking acquired LEEDS, LLC and assumed responsibility for case management within the New York Police Department. With this strategic acquisition, SoundThinking added case management technology to its SafetySmart platform. Rangers from Kruger National Park reported nearly 60% reduction in the number of rhinos killed within the ShotSpotter coverage area
2021	SoundThinking won the AST Homeland Security Award for Best Gunshot Detection System for fourth consecutive year The US Patent Office granted SoundThinking its 40 th patent SoundThinking published its one millionth gunshot alert SoundThinking introduced two new applications: CaseBuilder™ and CaseBuilder Crime Gun™ focused on gun crime management

2022	SoundThinking acquired Forensic Logic, LLC and their COPLINK X solution (now CrimeTracer™), an investigative search engine and analytics tool SoundThinking introduced our Data for Good program, designed to use ShotSpotter data to identify communities experiencing high levels of gunfire violence and assist community providers to deliver timely support and intervention SoundThinking certified a "Great Place to Work"
2023	SoundThinking introduced our SafetySmart Platform, a suite of products that provide law enforcement agencies with better information, to enable better decisions, and drive better outcomes SoundThinking acquired SafePointe, an intelligent weapons detection provider. SafePointe extends the power of our SafetySmart Platform with a proven artificial intelligence-based, low profile, contactless weapons detection solution

SoundThinking's SafetySmart Platform

The SafetySmart Platform brings together specialized software and objective data to help law enforcement and civic leadership better protect their communities by ensuring the right resources are provided when and where they are needed most. As a trusted partner to many law enforcement agencies, SoundThinking has been both a firsthand witness and participant in the evolution of policing as it faces increasing challenges, such as staffing shortages, aging technologies, and exponential growth in data (as well as the need to access, analyze, and share data). In response to these challenges, SoundThinking has developed our SafetySmart Platform that provides a range of tools beyond gunshot detection to help law enforcement agencies operate and collaborate more efficiently.



The SafetySmart Platform brings the power of digital transformation to law enforcement. Together or separately, these data-driven solutions act as a force multiplier and help drive deeper community engagement by delivering better information, enabling better decisions, and driving better outcomes, for more efficient, effective, and equitable policing.

ShotSpotter Service Overview

How ShotSpotter Works

Based on an analysis of known gunfire-related crimes, the SoundThinking team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to SoundThinking's Incident Review Center (IRC) which is staffed 24/7/365. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software, to filter out any incidents that do not meet the minimum threshold for human review as potential gunfire incidents (e.g., helicopter noise, fireworks, etc.). The incidents that meet the minimum threshold for human review are then received at our IRC. The IRC review process is performed by a team of highly trained acoustic experts. In addition to examining the incident audio, SoundThinking's acoustic experts also examine the visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in either publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision.

If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot-on-the-map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters were involved, and whether high-capacity and/or fully automatic weapons were used. SoundThinking designed this entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) to be completed in less than 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. SoundThinking has successfully interfaced ShotSpotter with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. SoundThinking hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed SoundThinking applications.

ShotSpotter Application

The ShotSpotter application is used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to this app and includes the following data:

- Incident location (dot on the map, per the incident latitude and longitude)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location ¹
- Number of shots
- District identification
- Beat identification

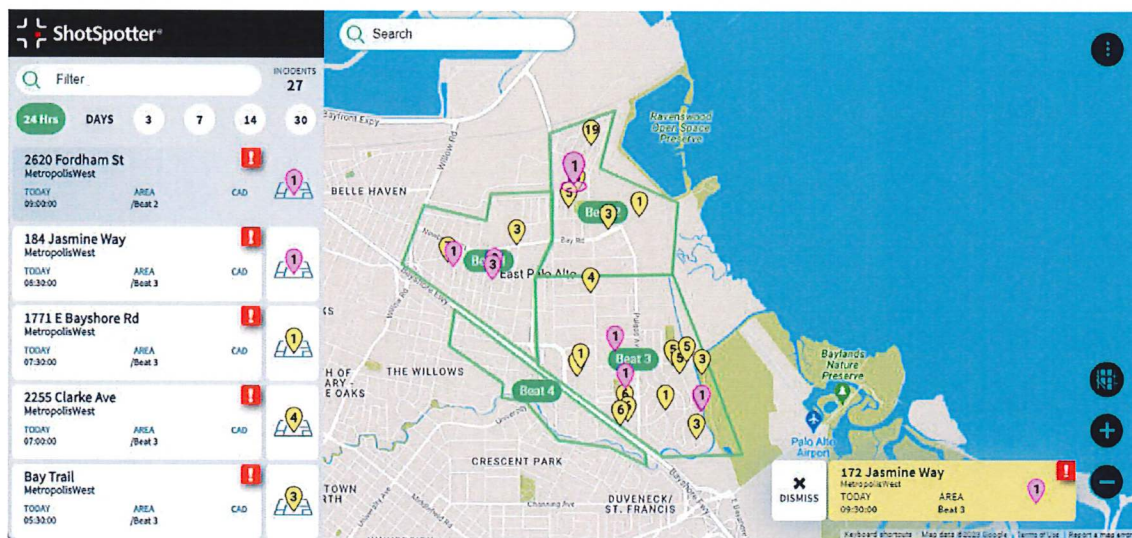


Figure 1. ShotSpotter App in Dispatch View

A SoundThinking analyst may add other contextual information such as the possibility of multiple shooters, high-capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.

¹ Based on the reverse geo-verification of the incident latitude and longitude, using commercially available GIS sources such as Google or customer-provided GIS data.

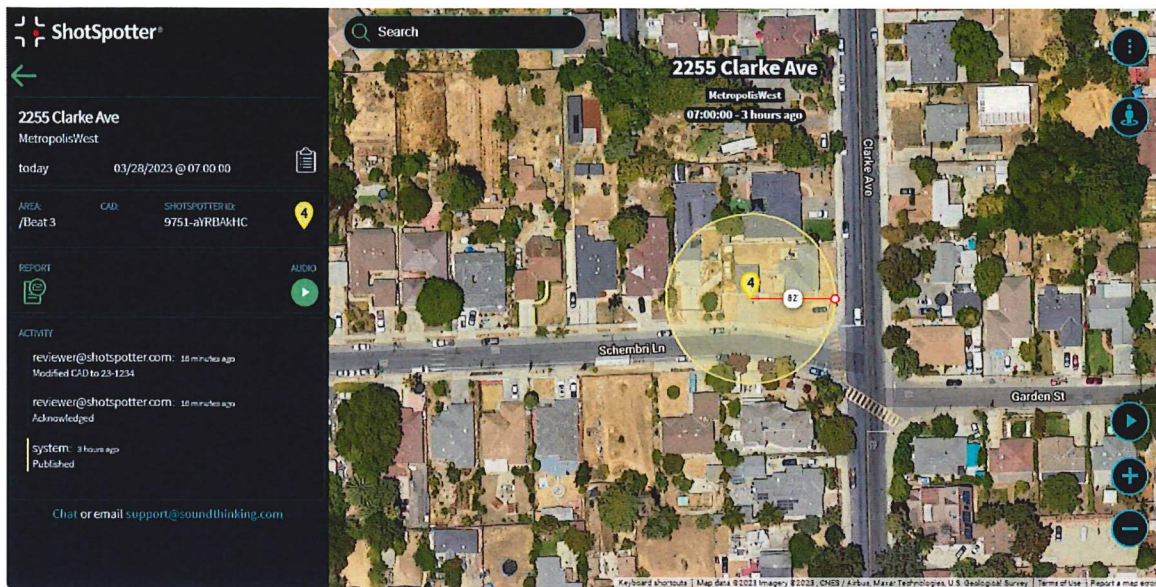


Figure 2. ShotSpotter App in Respond View

InSight™

InSight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

InSight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g., "District 4 Gunfire – Last 28 days").

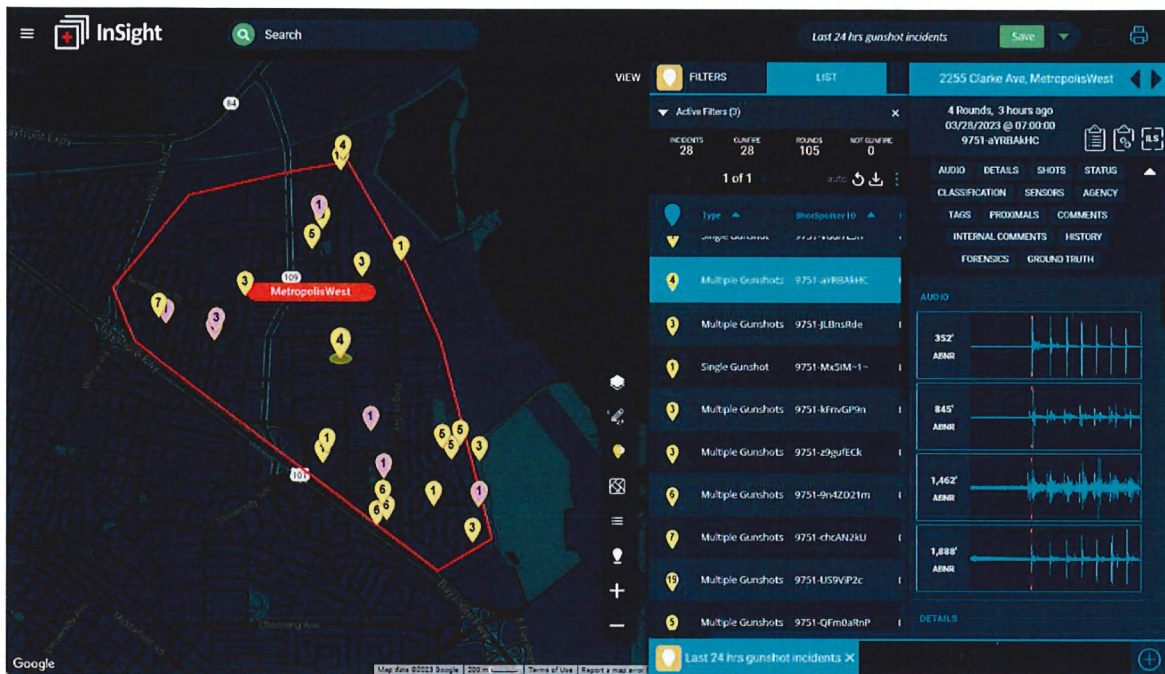


Figure 3. InSight App

InSight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence.

InSight comes with a set of reports that make it easy to share incident data throughout an agency:

The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.

The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident including the date, time, location, number of rounds, CAD ID, ShotSpotter ID, and other details.

For customized, ad hoc reporting and analysis, InSight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

Mobile Alerts

The ShotSpotter smartphone application delivers real-time gunfire alert data to smart phones and smart watches, available for use on iPhones and Android platforms. The ShotSpotter app displays the gunfire location as a dot-on-a-map and the data also includes the number of rounds fired and access to the incident audio.



Figure 4. Smartwatch Notification

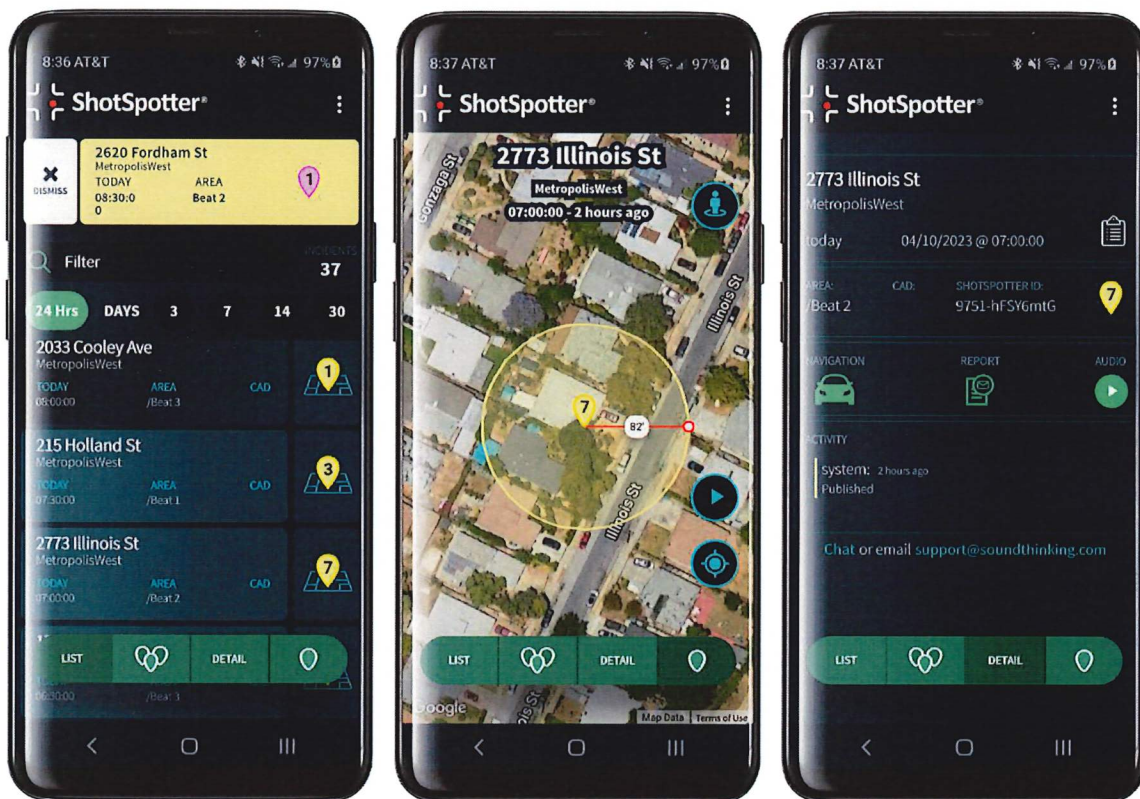


Figure 5. ShotSpotter Smartphone App

Investigative Lead Summary

The ShotSpotter Investigative Lead Summary (ILS) is an on-demand report that provides useful details about the location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs through a single click of a button within the mobile, web, or desktop ShotSpotter and InSight applications.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced, it is not court admissible).

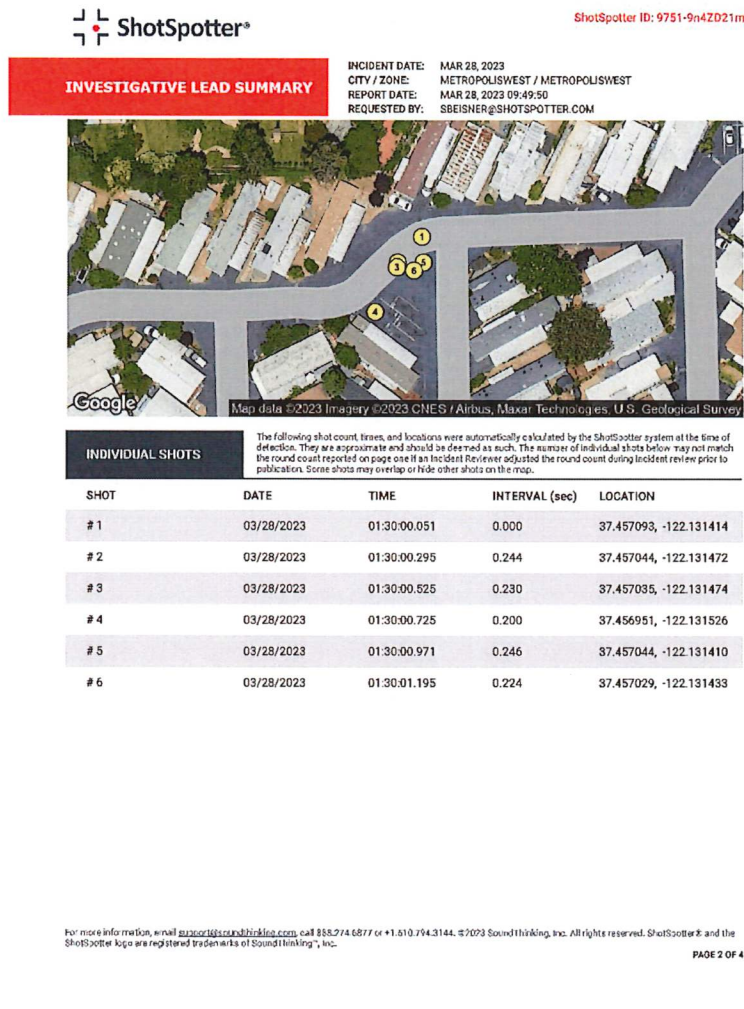


Figure 6. ShotSpotter Investigative Lead Summary (ILS)

Detailed Forensic Reports and Expert Witness Testimony

In nearly all the criminal proceedings in which our experts have been called to testify, SoundThinking has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

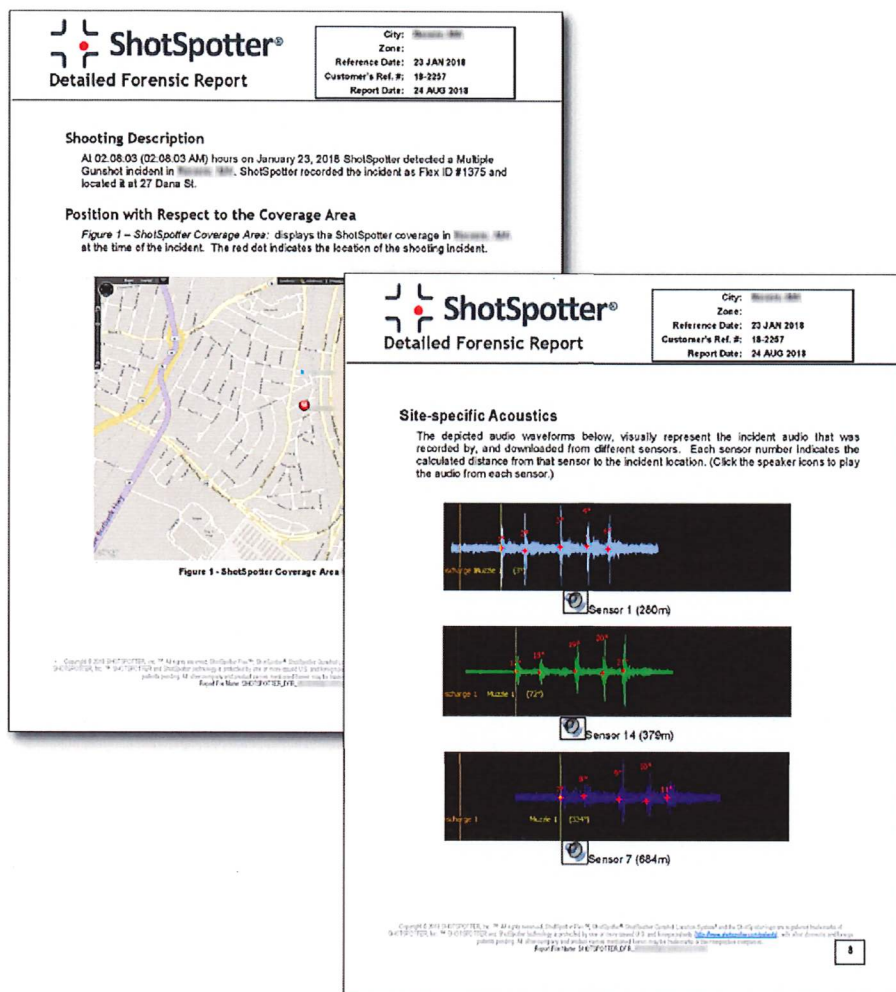


Figure 7. ShotSpotter Detailed Forensic Report (DFR)

SoundThinking data supports detailed forensic analysis of gunfire incidents, including:

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, the DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are

available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a SoundThinking expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 20 states and in the District of Columbia, SoundThinking evidence and SoundThinking expert witness testimony have been successfully admitted in over 200 court cases. ShotSpotter forensic evidence has prevailed in 25 Frye and Daubert challenges throughout the United States.

ShotCast

ShotCast provides a video summary report of shooting incidents detected by ShotSpotter that can be shared on the internet, social media, broadcast news, and other media outlets. SoundThinking created ShotCast to help Public Information Officers (PIOs) expedite and simplify the process of informing the public of gunfire incidents in their neighborhoods. ShotCast can improve media coverage of gun violence, and, when incorporated into a broader communication strategy, can help educate the public, increase transparency and awareness about the impact of gun violence, and promote community engagement in public safety.

ShotCast video summaries include the actual gunfire audio and key details of the incident (location, time, and more) presented in a high quality video format that PIOs can incorporate into various types of news coverage.

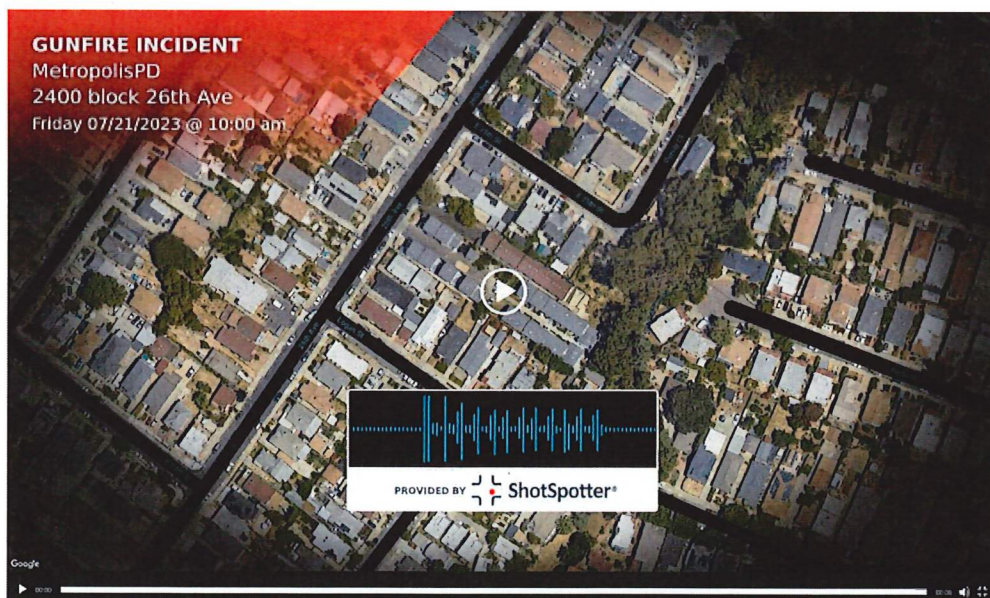


Figure 8. ShotCast Video

Notifications API

The Notifications API allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24/7/365 Incident Review Center. Typical interfaces include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

- Up to three (3) interfaces
- Establishing an instance of the API for the Department on SoundThinking-hosted servers
- Consulting with the Department and third parties to ensure the API operates according to the API specifications
- 24/7 alerts to up to three third-party interfaces
- Supporting the third party and Department as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

Onboarding Services

Concurrent with the sensor design and deployment activities, SoundThinking will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the Department team and ShotSpotter users. SoundThinking onboarding services are designed to:

- Ensure successful ShotSpotter service activation (go-live)
- Ensure full use of the features and functions available with the ShotSpotter service
- Ensure that the Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

SoundThinking has assembled a Customer Success Team of professionals with more than 275 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of SoundThinking's standard Customer Onboarding Services, which will be tailored to support the Department.

Getting Started

Prior to contract execution, a SoundThinking Customer Success Director will work with the Department's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. SoundThinking will schedule biweekly status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, SoundThinking's Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist the Department in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. SoundThinking will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

SoundThinking will assign a Customer Success Director to the Department to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will remain engaged with the

Department for the duration of our relationship. In preparation for the planned cutovers, SoundThinking will assign a Trainer to the Department to train each group of users on the SoundThinking applications, including ShotSpotter, Dispatch, Administrative Portal, and InSight. The Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. SoundThinking's Trainer will work with the Department to tailor a training program that addresses the unique needs and/or scheduling constraints of the Department users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

Agency Metrics/KPIs (Key Performance Indicators)

Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, the Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prior to cutover, SoundThinking's team will facilitate an introduction to the SoundThinking Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. Following service activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review and results being achieved by each group of users involved in the gun violence reduction program.

Pricing

ShotSpotter is deployed to provide coverage for one or more specified areas, each bounded by a specific coverage area perimeter. SoundThinking will design the coverage area based upon the Department's requirements and based upon analysis of historical crime data.

SoundThinking will collaborate with Department stakeholders to determine the final coverage area and related boundaries.

Typically, ShotSpotter service agreements are based on a minimum coverage area of three (3.0) square miles. However, as a demonstration of SoundThinking's commitment to the City of South Fulton, as part of a three-year contractual agreement, we are pleased to offer the City, a two (2.0) square mile coverage area.

2.0 mi² Coverage Area

	Year 1	Year 2	Year 3	Total
ShotSpotter One-Time Fee (Service Initiation and Onboarding)	\$20,000	N/A	N/A	\$20,000
ShotSpotter Multi-Year Term Commitment Waiver*	(\$10,000)	N/A	N/A	(\$10,000)
ShotSpotter Annual Subscription Fee	\$140,000	\$140,000	\$140,000	\$420,000
Notifications API Annual Subscription Fee	\$9,500	\$9,500	\$9,500	\$28,500
Annual Totals	\$159,500	\$149,500	\$149,500	\$458,500

*One-Time Fee waived based on a minimum three-year term commitment. Please refer to the Pricing Assumptions for details.

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services) \$350/hour

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Payment Terms

Payment for the service initiation, onboarding, and subscription shall be as follows:

Three-Year Payment Terms	
50% of Year 1 fee due upon execution of agreement	\$79,750
50% of Year 1 fee due upon ShotSpotter service activation (live) status	\$79,750
100% of Year 2 fee due prior to first anniversary of ShotSpotter live status	\$149,500
100% of Year 3 fee due prior to second anniversary of ShotSpotter live status	\$149,500

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- Services will be delivered under the terms of the SoundThinking Master Services Agreement and its Exhibits and Addenda, to which this Proposal will be attached as Exhibit A.
- The Multi-Year Term Commitment waiver will be applied to the one-time Service Initiation fee and is contingent upon SoundThinking receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.
- SoundThinking is offering the smaller 2.0 square mile coverage area with the understanding that the South Fulton Police Department officials will work with SoundThinking's Customer Success team to adopt recommended Best Practices and establish a ShotSpotter policy that optimizes the value and success of the ShotSpotter program in South Fulton.
- The South Fulton Police Department will provision network access to meet SoundThinking minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.
- The Notifications API License is a recurring annual subscription fee which includes up to three interfaces. Fee does not include costs required from other vendors to implement or support the planned interfaces.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended quote upon request. This proposal and all pricing contained herein remains valid for ninety (90) days from the date of this proposal.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The Public Works Department is requesting Council Approval to award Invitation To Bid (ITB) Number 23-32 to Midwest Industrial Supply, Inc,

DATE: November 28, 2023

SUBJECT: The Public Works Department is requesting Council Approval to award Invitation To Bid (ITB) Number 23-32 to Midwest Industrial Supply, Inc,

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ITB #23-32 Standy Dust Abatement Services - 11.08.23-Final 11-28	Cover Memo	11/22/2023

BASE BID AMOUNT

Item No.	Approximate Quantity	Unit of Measure	Item	Unit Price	Amount
001	11,700	GALLON	DUST SUPPRESSANT LIQUID	\$14.75	\$172,575.00
002	4	EA	DUST SUPPRESSANT APPLICATION SERVICES	\$5,100.00	\$20,400.00
			Total Bid Amount		\$192,975.00

BID FORM TABLE MUST BE COMPLETED WITH UNIT PRICES SUBJECT TO ADJUSTMENT FOR 3 SUBSEQUENT YEARS OF RENEWAL OF THE PROGRAM

\$ \$192,975.00

(Dollars) Amount in Numbers)

One hundred ninety-two thousand nine hundred seventy-five dollars and no cents

(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 City.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

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:

Nine thousand three hundred dollars

Dollars (\$ 9,300.00)

according to the conditions of "Instructions to Bidders" and provisions thereof.

The City of South Fulton website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofsouthfultonga.gov> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp . All other terms, conditions, and specifications of the solicitation remain unchanged.

Midwest Industrial Supply, Inc.

Name of Company / Firm / Organization

John Leslie Business Development Manager- North America

Printed Name of Authorized Rep. / Title

Signature of Authorized Repres

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The Purchasing Department is requesting Council Approval to Piggyback the State of Georgia contract number 99999-SPD-SPD0000167-0001, City of South Fulton, contract number 23-11-5P, for Staples, Inc,

DATE: November 28, 2023

SUBJECT: The Purchasing Department is requesting Council Approval to Piggyback the State of Georgia contract number 99999-SPD-SPD0000167-0001, City of South Fulton, contract number 23-11-5P, for Staples, Inc,

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
State of Georgia Information Sheet	Cover Memo	11/22/2023

Statewide Information Sheet

Statewide Contract	99999-SPD-SPD0000167	NIGP Codes	See Page 5
Name of Contract	General Office Supplies		
Effective Date	April 1, 2020	Expiration Date	March 31, 2024
Contract Table of Contents			
Vendors Awarded	2	Contract Information:	CONVENIENCE CONTRACT
Contract Information for Vendor			Page Number
<u>Vendor Information Sheet</u>			2
Additional Contract Information			
<u>Ordering Instructions</u>			3
<u>Staples Reps Assigned to State Entities</u>			5
<u>NIGP Codes</u>			6
<u>DOAS Contact Information</u>			11
<u>Contract Information & Notes</u>			12
** See “Core List Pricing” attachment for Core List pricing details**			

** Please provide this document to all requesters in the Office Supplies Category within your organization

Vendor Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD-SPD0000167-0001
PeopleSoft Vendor Number	0000426763
Vendor Name & Address	
Staples Contract and Commercial, Inc. 500 Staples Drive Framingham, MA 01702	
AWARDED CATEGORIES: GENERAL OFFICES SUPPLIES, PAPER, TONER & ALL ADDED SUBCATEGORIES	
Contract Administrator	
Lamar Huff 6600 Peachtree Dunwoody Road, NE, Building 600, Suite 400 Atlanta, GA 30328 Email: lamar.huff@staples.com	
Contact Details	
Ordering Information	Orders may be placed via Staplesadvantage.com (for customers not setup on Team Georgia Marketplace), via Team Georgia Marketplace, Fax or Phone
Remitting Information	Staples Advantage Dept. ATL P.O. Box 405386 Atlanta, GA 30384-5386
Delivery Days	Orders received by 3:00 PM EST will be delivered next business day (In stock Items only)
Discounts	See Pricing Section
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Vendor will accept Purchase Orders and Purchasing Cards under this contract are permitted by current policies governing the Purchasing Card program.

Ordering Instructions

STAPLES (All Categories)

Customers not on Team Georgia Marketplace (TGM) may place orders utilizing the following methods:

***During the setup of your Staples Advantage account, all customers must request to participate in the State of Georgia Statewide Contract to receive contract pricing. ***

1. On-line via Staplesadvantage.com

Follow this link to obtain registration information if this is your first time on the website. Click on the "Click Here to Register" hyperlink and fill out the form for new users. You will receive an email in 24-48 hours with instructions for completing your registration.

<http://staplesadvantage.com/stateofga/>

2. Phone orders may be placed by dialing: 1-888-593-0146

3. Purchase Orders may be faxed to: 1-888-222-8618

Customers transitioned onto Team Georgia Marketplace (TGM) should follow the instructions outlined in the TGM training materials.

4. To request a copy of an individual invoice please send an E-mail to: CSAccountsReceivable@Staples.com

The E-mail must reference the Staples order number(s) associated with the invoice request. The Staples order number can be found in the following manner:

- a) TGM users should receive an acknowledgement from Staples once their order has been approved and transmitted to our system. This acknowledgement contains the Staples order number.
- b) Standalone SA.com users will receive a system generated E-mail from SA.com containing their order number as soon as it has been submitted.

5. Webinar Link TBD

6. Catalog To order a Staples Advantage catalog, simply add SKU number 24414073 with your next supply order, and it will arrive with your next delivery

STAPLES INVOICING PROTOCOL

Please see the below scenarios in regards to Staples Invoicing Protocol for Partial Shipments and/or Credits.

Scenario 1: Customer places order and Staples is aware that the entire order is not in stock at time of order.

1. If Staples is aware that the order is a partial shipment, Staples will not invoice for the entire order. **Staples will invoice for items SHIPPED ONLY.**

Scenario 2: Customer places order. All items are in stock but all items are not received at time of delivery; and the customer DOES NOT call Staples to alert them of the missing items.

- I. Staples considers this a “concealed shortage” meaning the system thinks all items were included in the shipment.
- II. If the customer does not report the missing item(s), Staples will invoice for the entire order. ****Customer must call customer service and report the missing item(s). Refer to Scenario 3.**

Scenario 3: Customer places order. All items are in stock but all items are not received at time of delivery; and the customer DOES call Staples to alert them of the missing items.

1. Staples customer service will issue a credit memo to the customer (see attached).
 1. A credit memo is essentially an invoice with a credit balance.
2. State agency should only pay the original invoice for the items received
 1. Customer should INDICATE the original invoice number and the credit memo with their payment.
3. Staples will then apply the payment (for the items received by the customer) and the credit memo (issued by Staples for the items not received) and will close out the original invoice as paid.
4. Once the missing items are shipped, Staples will generate a new invoice number. Upon the shipment being delivered, the customer should only pay the new invoice for the items received.

STAPLES ASSIGNED SALES REPRESENTATIVES

**** Please see attached file on TGM profile titled SOG Rep Contact List**

FURNITURE NIGP CODES

NIGP Code List

NIGP CODE	FURNITURE DESCRIPTION
42560	Ergonomic Task Chairs
42521	Executive & Managerial Chairs
42574	Fireproof File Cabinets
42024, 42025, 42028	Folding and Stacking chairs
42059, 42064	Guest & Reception chairs
42558,	Hospitality Tables
42583	Machine Stands
42589, 42590	Metal & Wood Storage Cabinet
42583, 20723	Printer Stands
42564,42594	Presentation Accessories
42579, 42580, 42581	Shelving/Closet Stg. & Acc
42028	Specialty Chairs
60060	Stocked Case Goods
42530	Stools
42589, 42540	Vesical Metal File Cab

NIGP CODES

GENERAL OFFICE SUPPLIES NIGP CODES

NIGP CODE	DESCRIPTION
61007	Carbon Paper, One Time
61014	Carbon Paper, Pencil
61016	Carbon Paper, Register Machines
61021	Carbon Paper, Typewriter
61028	Carbon Paper, Solvent Carbon Type
61033	Recycled Carbon Paper
61034	Recycled Ribbons
61035	Ribbons, Adding Machine and Calculator, All Types
61042	Ribbons, Addressing Machine, All Types
61049	Ribbons, Bookkeeping and Posting Machine, All Types
61052	Ribbons, Cash Register
61056	Ribbons, Computer and Data Processing, All Types (For Tab See 610-73)
61063	Ribbons, Tele printer and Teletype, All Types
61070	Ribbons: Check Machine, Time Clock, Time Machine, and Recorder
61073	Ribbons, Tab
61077	Ribbons, Typewriter and Word Processing, Fabric
61084	Ribbons, Typewriter and Word Processing, Film
61091	Ribbons, Typesetting, All Types
61096	Tape, Correcting (For Use with Correctable Typewriters)
61500	Office Supplies, General
61503	Adding Machines and Calculator Paper (Rolls)
61504	Adding Machine and Calculator Paper (Rolls), Thermal Type "Treated Paper" and Carbonless Type
61505	Adhesives and Applicators: Glue, Mucilage, Paste, etc.
61507	Ashtrays, Desk Type
61509	Binders: Chain, Post, Prong, Ring, etc.
61511	Binder Sheets: Accounting, Columnar, Index, Journal, Ledger, etc.
61513	Blotters and Pads, Desk
61514	Boards: Calendar, Schedule, Dispatch, Manning, etc.
61515	Books, Office: Accounting, Address, Columnar, Composition, Memo, Minute, Receipt, Steno, Time, etc.
61517	Box Files
61518	Braille Labeling Material: Plastic Sheets, etc.

61519	Calendars, Calendar Pads and Stands
61520	Cash Register Paper
61521	Chair Cushions, All Types
61523	Chair Mats (Carpet Protectors), All Types
61524	Cleaners, Hand (Pre-moistened Towelettes, etc.)
61525	Clipboards, Arch Boards, etc.
61527	Coin Wrappers, Bill Straps, Bank Deposit Bags, etc.
61529	Correction Fluid, Sheets and Tape, Including Thinners (For Typewriter Correction Tape See 610-96)
61531	Covers: Brief, Manuscript, Pressboard, Report, etc.
61532	Covers, Sleeve (Cuffettes)
61533	Desk Accessories: Alphabetizers, Cash Boxes, Desk Files, File Card Cabinets, Letter Sorters, Message Racks, etc.
61535	File Cards, Blank and Ruled
61537	File Cases: Binder, Storage, Transfer, etc.
61539	File Dividers, Labels, Tabs, etc.
61541	File Folders: Expanding Envelopes, Wallets, etc.
61543	File Folders, Hanging Type; and Accessories
61545	File Folders, Regular, Legal and Letter Sizes
61547	File Guides
61549	Index Tabs: Celluloid, Cloth, etc.
61550	Key Rings, All Types
61551	Labels, Reinforcements, Seals, etc. (Not Printed); and Sealing Wax
61552	Label Remover Equipment
61553	Letter Folders and Openers
61555	Letter Trays, All Types
61557	List Finders, Rolodex, Telephone Strips, and Accessories
61560	Office Supplies, General (Not Otherwise Classified)
61562	Pads and Tablets: Analysis, Columnar, Figure, Memo, Note, Ruled, Post-It Notes, Telephone Message, etc.
61565	Pads and Covers, Office Machine, All Types
61567	Paper Clips, Ball Bearing
61569	Paper Clips, Clamps, Fasteners (Round and Flat Head), Dispensers, etc.
61571	Paper Fasteners, Prong Type
61572	Planners, Organizers
61573	Recycled Office Supplies
61575	Rubber Bands, All Sizes
61577	Rubber Stamps, Stamp Pads, Stamp Pad Ink and Stamp Racks
61579	Rulers, All Types (For Drafting See Class 305-35)
61580	Sheet Protectors, Plastic, All Types

61581	Staples
61582	Stock Forms and Labels: Copy Sets, Receiving Forms, Speed Letters, etc.
61584	Tacks (Office Use): Map, Thumb, etc.
61586	Tags, Marking and Shipping, Stock
61588	Tape and Dispensers, Office Type
61589	Tape, Velcro Type (See 590-69 for Clothing Type)
61590	Typewriter Cleaners and Oils
61593	Visible Record Supplies: Cards, Flags, Folders, Hinges, Signal, Strips, Tabs, etc.
61595	Wastebaskets, Office, All Types
61603	Adding Machine and Calculator Paper (Rolls), Environmentally Certified Products
61604	Adding Machine and Calculator Paper (Rolls), Thermal Type "Treated Paper" and Carbonless Type, Environmentally Certified Products
61605	Adhesives and Applicators: Glue, Mucilage, Paste, etc., Environmentally Certified Products
61607	Ashtrays, Desk Type, Environmentally Certified Products
61609	Binders: Chain, Post, Prong, Ring, etc., Environmentally Certified Products
61611	Binder Sheets: Accounting, Columnar, Index, Journal, Ledger, etc., Environmentally Certified Products
61613	Blotters and Pads, Desk, Environmentally Certified Products
61614	Boards: Calendar, Schedule, Dispatch, Manning, etc., Environmentally Certified Products
61615	Books, Office: Accounting, Address, Columnar, Composition, Memo, Minute, Receipt, Steno, Time, etc., Environmentally Certified Products
61617	Box Files, Environmentally Certified Products
61618	Braille Labeling Material: Plastic Sheets, etc., Environmentally Certified Products
61619	Calendars, Calendar Pads and Stands, Environmentally Certified Products
61620	Cash Register Paper, Environmentally Certified Products
61621	Chair Cushions, All Types, Environmentally Certified Products
61623	Chair Mats (Carpet Protectors), All Types, Environmentally Certified Products
61624	Cleaners, Hand (Pre-moistened Towelettes, etc.), Environmentally Certified Products
61625	Clipboards, Arch Boards, etc., Environmentally Certified Products
61627	Coin Wrappers, Bill Straps, Bank Deposit Bags, etc., Environmentally Certified Products
61629	Correction Fluid, Sheets and Tape, Including Thinners (For Typewriter Correction Tape See 610- 96), Environmentally Certified Products
61631	Covers: Brief, Manuscript, Pressboard, Report, etc., Environmentally Certified Products

61632	Covers, Sleeve (Cuffettes), Environmentally Certified Products
61633	Desk Accessories: Alphabetizers, Cash Boxes, Desk Files, File Card Cabinets, Letter Sorters, Message Racks, etc. (See 620-10 for Desk Sets), Environmentally Certified Products
61635	File Cards, Blank and Ruled, Environmentally Certified Products
61637	File Cases: Jackets, Binder, Storage, Transfer, etc., Environmentally Certified Products
61639	File Dividers, Labels, Tabs, etc., Environmentally Certified Products
61641	File Folders: Expanding Envelopes, Wallets, etc., Environmentally Certified Products
61643	File Folders, Hanging Type; and Accessories, Environmentally Certified Products
61645	File Folders, Regular, Legal and Letter Sizes, Environmentally Certified Products
61647	File Guides, Environmentally Certified Products
61648	Holders, Form and Memo (Including Spindles), Environmentally Certified Products
61649	Index Tabs: Celluloid, Cloth, etc., Environmentally Certified Products
61650	Key Rings, All Types, Environmentally Certified Products
61651	Labels, Reinforcements, Seals, etc. (Not Printed); and Sealing Wax, Environmentally Certified Products
61652	Label Remover Equipment, Environmentally Certified Products
61653	Letter Folders and Openers, Environmentally Certified Products
61655	Letter and Card Trays, All Types, Environmentally Certified Products
61657	List Finders, Rolodex, Telephone Strips, and Accessories, Environmentally Certified Products
61660	Office Supplies, General (Not Otherwise Classified), Environmentally Certified Products
61662	Pads and Tablets: Analysis, Columnar, Figure, Memo, Note, Ruled, Post-It Notes, Telephone Message, etc., Environmentally Certified Products
61665	Pads and Covers, Office Machine, All Types, Environmentally Certified Products
61667	Paper Clips, Ball Bearing, Environmentally Certified Products
61669	Paper Clips, Clamps, Fasteners (Round and Flat Head), Dispensers, etc., Environmentally Certified Products
61671	Paper Fasteners, Prong Type, Environmentally Certified Products
61672	Planners, Organizers, Environmentally Certified Products
61673	Recycled Office Supplies, Environmentally Certified Products
61675	Rubber Bands, All Sizes, Environmentally Certified Products
61677	Rubber Stamps, Stamp Pads, Stamp Pad Ink and Stamp Racks, Environmentally Certified Products

61679	Rulers, All Types (For Drafting See Class 305-35), Environmentally Certified Products
61680	Sheet Protectors, All Types, Environmentally Certified Products
61681	Staples, Environmentally Certified Products
61682	Stock Forms and Labels: Copy Sets, Receiving Forms, Speed Letters, etc., Environmentally Certified Products
61684	Tacks (Office Use): Map, Thumb, etc. (Incl. Push and T Pins), Environmentally Certified Products
61686	Tags, Marking and Shipping, Stock, Environmentally Certified Products
61688	Tape and Dispensers, Office Type, Environmentally Certified Products
61689	Tape, Velcro Type (See 590-69 for Clothing Type), Environmentally Certified Products
61690	Typewriter Cleaners and Oils, Environmentally Certified Products
61693	Visible Record Supplies: Cards, Flags, Folders, Hinges, Signal, Strips, Tabs, etc., Environmentally Certified Products
61695	Wastebaskets, Office, All Types, Environmentally Certified Products
62000	Office Supplies: Erasers, Inks, Leads, Pens, Pencils, Etc.
62010	Desk Sets, Inkstands, Penholders, Pen Points, etc.
62020	Erasers, All Types (Except Electric)
62030	Ink: Drawing, Marking, and Writing
62040	Ink Eradicators
62050	Ink Refills (Not Ballpoint), Drawing and Writing
62055	Lumber Marking Crayons
62060	Pencils, Lead; Pencil Leads; Pencil Lengtheners; etc.
62070	Pencils, marking (Including Mechanical Types and Refills): "Grease" or "China" Types, etc.
62071	Pencils, marking (Not Grease or China Types)
62079	Pens, Fountain
62080	Pens (General Writing Types): Ball Point, Nylon Tip, Plastic Tip, etc.
62081	Pen Refills (General Writing Types): Ball Point, Nylon Tip, Plastic Tip, etc.
62085	Pen and Pencil Sets
62086	Pens, Erasable Markers (For Porcelain Boards, etc.)
62090	Pens, Marker Type (Including Highlighter Types)
62094	Recycled Pens and Pencils
64531	Card Stock
65571	Paper and Plates, Photographic
20468	Peripherals, Miscellaneous: Joy Sticks, Graphic Digitizers, Light Pens, Mice, Pen Pads, Trackballs, Secure I.D. Access Cards, Headsets and Microphones, etc.
20372	Printer Accessories and Supplies: Chemicals, Forms Tractors, Inks and Cartridges, Paper, Label Sheets, Sheet Feeders, Toner Cartridges, Wheels, etc., Environmentally Certified Products
370	FOOD PROCESSING AND CANNING EQUIPMENT AND SUPPLIES
393	FOODS: STAPLE GROCERY AND GROCER'S MISCELLANEOUS ITEMS

DOAS Contact Information

Tamar Forbes-Semple

Contract Management Specialist
tamar.forbes-semple@doas.ga.gov
404-657-9430

For Team Georgia Marketplace questions please contact the
Procurement Help Desk:
Telephone: (404) 657-6000
Email: procurementhelp@doas.ga.gov

Note: For product and ordering information see Vendor
Information Sheet

CONTRACT INFORMATION & NOTES

 Green Products are available under the "Eco & Diversity" Category on
Staples Advantage

Renewal # of:

- Contract Effective Date: April 1, 2020
- New Expiration Date: March 31, 2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The Public Works Department is requesting Council approval to piggyback Georgia Department of Administrative Services, Statewide contract number 001-SPD0000181-0001, City of South Fulton Contract Number 2023- 11-3P, W. W. Grainger, Inc.,

DATE: November 28, 2023

SUBJECT: The Public Works Department is requesting Council approval to piggyback Georgia Department of Administrative Services, Statewide contract number 001-SPD0000181-0001, City of South Fulton Contract Number 2023- 11-3P, W. W. Grainger, Inc.,

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Grainger+Statewide+Contract+Information+Sheet+-+2-14-22+(5)	Cover Memo	11/22/2023

Statewide Contract Information Sheet

Statewide Contract Number		99999-001-SPD0000181	
Name of Contract	MAINTENANCE REPAIR AND OPERATIONS		
Effective Date	APRIL 1, 2021	Expiration Date	MARCH 31, 2024
Contract Table of Contents			
Suppliers Awarded	NINE (9)	Contract Information:	Convenience
Contract Information for Supplier			Page Number
Supplier Information Sheet: Grainger			2
Additional Contract Information			
Contract Renewals/ Extensions/ Changes			3
Comprehensive NIGP List "NIGPCODESMROv2.pdf"			4
DOAS Contact Information			4

Vendor Information Sheet

Contract Information	
Statewide Contract Number	99999-001-SPD0000181-0001
PeopleSoft Vendor Number	0000008245
Vendor Name & Address	
GRAINGER 1721 Marietta Blvd. NW Atlanta, GA 30318	
AWARDED CATEGORY: ALL 8 CATEGORIES	
Contract Administrator:	
Melissa Turner melissa.turner@grainger.com (850)261-6288	
Contact Details	
Ordering Information	Orders may be placed via Team Georgia Marketplace. Select the Supplier APP on the TGM Home Page. See additional ordering instructions below.
Remitting Information	REMIT TO ADDRESS Grainger Department 800302515 Palatine, IL 60038
Discounts	Electrical 19% (Motors & Accessories 23%, Batteries & Flashlights 15%) HVAC -18% (Air Filters 15%, Plumbing 21%) Material Handling - 19% Hardware 12%, (Lubricants & Adhesives 12%, All Other Hardware Related Items 5%,) Outdoor Garden & Supplies – 13% Safety - 21%, Security 20% Tools - (Pneumatic 15%, Hand Tools 22%, Power Tools 20%, Welding & Soldering 13%) Cleaning – Chemical 25% and Non- Chemical 25%.
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Vendor will accept Purchase Orders and Purchasing Cards under this statewide contract as permitted by current policies governing the Purchasing Card program.

Changes/Renewals/Extensions

Base Term: April 1, 2021 thru March 31, 2023

Renewal#1 Contract Amendment #1 April 1, 2023 thru March 31, 2024

Extension #2

Contract has been extended through

Extension #3

Contract has been extended through

Extension #4

Contract has been extended through

Comprehensive NIGP List

A comprehensive list of NIGP Codes has been uploaded to the contract in TGM as a separate document. Please refer to the document named "NIGPCODESMROv2.pdf"

DOAS Contact Information

Donnie Treadway
Contract Management Specialist
donnie.treadway@doas.ga.gov
(404) 463-0824

For Team Georgia Marketplace questions
Procurement Help Desk
(404) 657-6000
procurementhelp@doas.ga.gov

Additional Ordering Instructions

Items listed on the supplier's website grainger.com may be ordered as long as they fall into the awarded categories above. Orders may be submitted via email to customersupport@grainger.com or to kendra.morman@grainger.com or via fax at 319-363-3982

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The Purchasing Department is requesting Council Approval to piggyback Georgia Department of Administrative Services, Statewide contract number 99999-001-SPD0000170-0002, City of South Fulton Contract Number 2023- 11-2P, Home Depot, Inc,

DATE: November 28, 2023

SUBJECT: The Purchasing Department is requesting Council Approval to piggyback Georgia Department of Administrative Services, Statewide contract number 99999-001-SPD0000170-0002, City of South Fulton Contract Number 2023- 11-2P, Home Depot, Inc,

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Home+Depot+SWC+Information+Sheet (2)	Cover Memo	11/22/2023

Statewide Contract Information Sheet

Statewide Contract Number		99999-001-SPD0000170-0002	
Name of Contract	Discounted Retail Walk-In Building Supplies		
Effective Date	May 1, 2020		
Contract Table of Contents			
Suppliers Awarded	2	Contract Information:	CONVENIENCE CONTRACT In-Store and Online
Contract Information for Supplier			Page Number
Home Depot			2
Additional Contract Information			
Ordering Instructions and NIGP Codes			3
General Contract Information/Pricing and Payment/Account Setup/Categories			4
Home Depot Location's in Georgia			5-7
Contract Renewals/ Extensions/Changes			8
Contract Management			9

Vendor Information Sheet

Vendor Name: Home Depot

Contract Information

Statewide Contract Number	99999-001-SPD0000170-0002		
PeopleSoft Vendor Number	0000012594	Location Code	1
Vendor Name & Address			
Home Depot 2455 Paces Ferry Road Atlanta, Georgia 30339			
Contract Administrator			
Richard Nyberg Richard_Nyberg@homedepot.com Telephone: (404) 384-3772 Fax: (866) 589-0691 www.homedepot.com			
Contract Details			
Ordering Information	Any Home Depot Store. In Store and Online Purchasing.		
Remitting Information	For Home Depot Pro Purchases: Home Depot PO Box 404468Atlanta, Georgia 30384		
Delivery Days	Orders will be picked up or shipped NLT 1 day after receipt of Purchase Order		
Discounts	<u>N/A</u>		
Payment Terms	Net 30 Days for Home Depot Pro Purchase accounts		
Bid Offer includes	State and Local Government		
Acceptable payment method	Vendor will accept payment by the State's Purchase Card, Local Municipality Purchase Card, or by Purchase Order/Payment for customers that have set up a Home Depot Account.		

Ordering Instructions:

This contract is for in-store and online purchases only. **Appliance purchases must be made through the Home Depot government sales team.**

Consolidation of orders provides for potential additional discounting incentives through our Volume Pricing Program (bulk discount program) for orders over \$1000. The Pro Desk at the local store can support these types of quote/order requests, along with the Home Depot dedicated government sales team supporting the State of Georgia through Progovtteam@homedepot.com or 877-355-9842 x63085.

Purchases can be made with P-card or Purchase Orders when accompanied by our Pro Purchase account information.

Instructions for Setting up a Pro Purchase Account: Contact Eric Fraker at 404-456-4462 or [Eric A Fraker@homedepot.com](mailto:Eric_A_Fraker@homedepot.com). The process will include providing your entity's billing information by email or phone and a signed PO made to "The Home Depot".

If you have any questions, please contact the Southern Division Government Accounts Representative – Eric Fraker at the contact information above.

NIGP Codes:

67002, 67003, 67004, 67005, 67006, 67009, 67010, 67012, 67013, 67014, 67015, 67016, 67017, 67020, 67024, 67043, 67049, 67050, 67051, 67052, 67053, 67054, 67055, 67056, 91001, 91002, 90792, 67000

Categories:

Category Number	Category Description	Category Scope (Including but not limited to)
1	Outdoor/Garden/Seasonal	Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment, pool supplies and chemicals, tools, timers, pump/motor units, vacuum equipment, and all ancillary supplies, tools, and components
2	Appliances, Kitchen, and Bath	Refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods, ovens, mixers, toasters, microwave ovens, food processors, disposals, trash compactors, kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, toilets, showers, bathtubs, counters and countertops and all ancillary supplies, tools, and components.
3	Construction and Building Materials and Supplies	Hardware, lumber, concrete, plywood, sheetrock, particle board, bricks, mortar, sealants, insulations, roofing products, fasteners (nuts/bolts, screws, washers, rivets, nails), hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs, threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, storage systems and containers, welding, soldering, marking, labeling, hoses, tubes, fittings, valves, lubricants, coolants, tools, ropes, chains, metal stock, dry cell batteries, fire extinguishers, weatherization products, and all ancillary supplies, tools, and components.
4	Doors, Windows, Millwork, Walls, Flooring and Ceiling	Doors (all types), windows, ceiling materials, blinds, shades, screens, window glass, mirrors, and all ancillary supplies, tools, and components.
5	Plumbing	Pipes, Filtrations, Waterworks. and all ancillary supplies, tools, and components.
6	Electrical Supplies and Power Generation	Generators, fixtures, outlets, wires, and all ancillary supplies, tools, and components.

General Contract Information

This is a convenience contract.

Under the agreement, any State of Georgia Departments, Agencies, Board, Commissions, Offices, Colleges and Universities, as well as Cities, Townships, Counties and other Political subdivisions may utilize this contract.

Products covered under other Statewide Contracts are exempt from this agreement and must be purchased from the existing statewide contract vendors. Some products may also be covered by Agency Contracts and would also be exempt for the agency.

Project pricing is offered if purchase will be more than \$1000. Check with Contractor's desk (Pro Desk) for potential special pricing prior to ordering or purchasing materials. This contract is for in-Store purchases or homedepot.com only.

Pricing and Payment:

- Check with the Pro Desk for pricing prior to making purchases.
- Consolidation of orders provides for potential additional discounting incentives through the Special-Order Pricing and/or Volume Pricing Program (bulk discount program) for orders over \$1000.
- Purchases can be made with P-card or Purchase Order/Payment when accompanied by a Home Depot account.

Instructions for Setting up an Account

To set up an account with Home Depot, contact Eric Fraker at 404-456-4462 or eric_a_fraker@homedepot.com. The process will include providing your entity's billing information by email or phone and a signed PO made to "The Home Depot".

Orders are paid for by the State's Purchase Card, Local Municipality Purchase Card, or by Purchase Order/Payment for customers that have set up a Home Depot Account.

This contract does not allow for credit arrangements.

If you have any questions please, contact the Southern Division Government Accounts – Eric Fraker at ERIC_A_FRAKER@homedepot.com or (404) 456-4462.

HOME DEPOT - STATE OF GEORGIA LOCATIONS

Store #	Town	Phone #	Address of location	City	Zip Code
105	Duluth	(770) 564-2607	3755 Shackleford Pkwy	Duluth, GA	30096
126	Lawrenceville	(770) 338-9830	875 Lawrenceville Suwanee	Lawrenceville, GA	30043
129	Athens	(706) 353-6079	1740 Epps Bridge Road	Athens, GA	30606
131	North Fulton	(770) 476-4460	5950 State Bridge Road	Duluth, GA	30097
144	Snellville	(770) 982-6166	1670 Scenic Highway North	Snellville, GA	30078
161	Hamilton Mill	(770) 945-7176	2120 Hamilton Creek Pkwy	Dacula, GA	30019
175	Tucker	(770) 938-7819	4136 Jimmy Carter Blvd.	Norcross, GA	30093
1754	Suwanee	(770) 232-0998	1480 Satellite Blvd.	Suwanee, GA	30024
1775	N Lilburn	(770) 279-0632	4028 Lawrenceville Hwy	Lilburn, GA	30047
6979	Winder	(678) 425-0220	649 Carl Bethlehem Road	Winder, GA	30680
111	Merchants Walk	(770) 977-9700	4101 Roswell Road	Marietta , GA	30062
132	Carrollton	(770) 832-1796	1332 South Park Street	Carrollton, GA	30117
143	Douglasville	(770) 577-8311	7399 Douglas Boulevard	Douglasville, GA	30135
151	Hiram	(770) 439-0707	145 Depot Drive	Hiram, GA	30141
153	West Cobb	(770) 792-6858	2350 Dallas Highway	Marietta, GA	30064
156	Acworth	(770) 917-8425	3355 Cobb Parkway	Acworth, GA	30101
1749	Austell Relo	(770) 438-9678	1100 EW Connector SW	Austell, GA	30106
6861	Villa Rica	(770) 459-0456	210 Cooley Way	Villa Rica, GA	30180
6909	Austell Clearance	(770) 941-9600	3999 Austell Road, Ste. 101	Austell, GA	30106
6940	Powder Springs	(678) 567-1161	1062 Richard D. Sailors Pkwy.	Powder Springs, GA	30127
6941	Lithia Springs	(770) 732-0184	1000 Thornton Rd	Lithia Springs, GA	30122
6867	Fuel Store (Acworth)	(770) 529-1341	3355 Cobb Parkway	Acworth, GA	30101
115	Tilly Mill	(770) 452-8858	4343 Tilly Mill Road	Doraville, GA	30360
117	Decatur	(404) 315-0015	2295 Lawrenceville Hwy	Decatur, GA	30033
121	Cumberland	(770) 432-9930	2450 Cumberland Pkwy	Atlanta, GA	30339
130	Cascade	(404) 691-2077	1032 Research Ctr. Drive	Atlanta, GA	30331
154	Sandy Springs	(770) 804-8065	6400 Ptree Dunwoody Rd	Atlanta, GA	30328
159	Midtown	(404) 892-8042	650 Ponce De Leon	Atlanta, GA	30308
1755	Roswell (Relo)	(770) 518-7040	1580 Holcomb Bridge Rd	Roswell, GA	30076
6986	Buckhead (Relo)	(404) 814-5930	2525 Piedmont Rd. NE	Atlanta, GA	30324
114	Morrow	(770) 478-9990	2034 Mt Zion Road	Morrow, GA	30260
123	Jonesboro	(404) 361-5634	3885 Jonesboro Road	Atlanta, GA	30354
127	Fayetteville	(770) 461-9819	103 Pavillion Pkwy.	Fayetteville, GA	30214

HOME DEPOT - STATE OF GEORGIA LOCATIONS

Store #	Town	Phone #	Address of location	City	Zip Code
138	Griffin	(770) 233-9411	1435 Highway 16 West	Griffin, GA	30224
157	McDonough	(678) 432-5827	1750 Jonesboro Rd	McDonough, GA	30253
164	Peachtree City	(678) 364-0163	2715 Highway 54 West	Peachtree City, GA	30269
178	Riverdale	(770) 909-6624	680 Lamar Hutcheson Pkwy.	Riverdale, GA	30274
6848	Lovejoy	(770) 477-9749	11075 Tara Blvd	Hampton, GA	30228
6977	Ellenwood	(678) 284-9152	65 Fairview Road	Ellenwood, GA	30294
8527	Thomaston	(706) 648-4001	1025 Highway 19 North	Thomaston, GA	30286
1750	Blairsville	(706) 781-1865	17 Highway 515	Blairsville, GA	30512
1769	Ft Oglethorpe	(706) 858-0398	2055 Battlefield Pkwy	Ft. Oglethorpe, GA	30742
1771	Blue Ridge	(706) 258-3555	10012 Blue Ridge Dr.	Blue Ridge, GA	30513
8412	Clayton	(706) 782-4664	1551 HWY 441 South	Clayton, GA	30525
8924	Calhoun	(706) 629-2509	1280 Curtis Parkway	Calhoun, GA	30703
106	Kennesaw	(770) 424-1309	449 Roberts Court	Kennesaw, GA	30144
116	Woodstock	(770) 591-8663	9037 Hwy. 92, Ste. 100	Woodstock, GA	30189
133	Cartersville	(770) 606-0298	771 Joe Frank Harris Pkwy	Cartersville, GA	30120
139	Rome	(706) 236-9030	103 Hicks Drive	Rome, GA	30161
145	Canton	(770) 720-8910	2200 Riverstone Blvd	Canton, GA	30114
146	Roswell Westwind	(678) 461-0155	870 Woodstock Rd	Roswell, GA	30075
1763	Sandy Plains	(770) 971-2470	3605 Sandy Plains Road	Marietta, GA	30066
1777	Kennesaw North	(770) 421-1245	1655 Shiloh Road	Kennesaw, GA	30144
6942	Cedartown	(678) 246-0107	1500 Rome Highway	Cedartown, GA	30125
6943	Sixes Road	(770) 928-1574	4520 Holly Springs Parkway	Holly Springs, GA	30115
8413	Jasper	(706) 301-5615	205 Bill Wigington Parkway	Jasper, GA	30143
134	Cumming	(770) 888-8135	1000 Market Place Blvd.	Cumming, GA	30041
147	Buford	(770) 831-5005	4120 Hwy 20	Buford, GA	30518
149	Alpharetta	(678) 339-0157	5300 Windward Parkway	Alpharetta, GA	30004
152	Gainesville	(770) 532-7395	924 Dawsonville Hwy	Gainesville, GA	30501
174	Dawsonville	(706) 531-0046	801 Hwy 400 South	Dawsonville, GA	30534
1748	Hartwell	(706) 376-1748	1700 Anderson Hwy	Hartwell, GA	30643
1764	Commerce	(706) 335-5883	230 Steven B. Tanger Blvd.	Commerce, GA	30529
1856	Flowery Branch	(770) 965-7877	5851 Spout Springs, Rd	Flowery Branch, GA	30542
6888	Toccoa	(706) 886-5390	302 Memorial Drive	Toccoa, GA	30577
6978	Brookwood	(770) 887-1256	2635 Peachtree Pky	Suwanee, GA	30024

HOME DEPOT - STATE OF GEORGIA LOCATIONS

Store #	Town	Phone #	Address of location	City	Zip Code
6980	Dahlonega	(706) 867-9618	140 Maxwell Lane	Dahlonega, GA	30533
110	Stone Mountain	(770) 985-1077	4121 Highway 78	Lilburn, GA	30047
118	Wesley Chapel	(770) 981-4553	4325 New Snapfinger Woods	Decatur, GA	30035
128	Conyers	(770) 918-9670	1330 Dogwood Drive	Conyers, GA	30013
165	Covington	(770)784-0197	13171 Highway 142 NW	Covington GA	30014
172	Loganville	(770) 554-0472	4141 Atlanta Highway	Loganville, GA	30052
1774	Monroe	(770) 266-0550	2150 West Spring Street	Monroe, GA	30655
8584	Greensboro	(706) 454-1623	2490 Meadow Crest Road	Greensboro GA	30642
136	Columbus	(706) 322-9240	2891 Sowega Drive	Columbus, GA	31909
148	Newnan	(770) 252-1585	1100 Bullsboro Drive	Newnan, GA	30265
160	LaGrange	(706) 882-9869	1500 LaFayette Pkwy	LaGrange, GA	30240
141	Brunswick	(912) 264-2025	200 Altama Connector	Brunswick, GA	31520
119	Augusta	(706) 650-7662	499 Bobby Jones Expressway	Augusta , Ga	30907
122	Savannah	(912) 921-0158	11180 Abercorn St.	Savannah, GA	31419
170	E. Savannah	(912) 353-3562	1901 E. Victory Drive	Savannah, GA	31404
179	Pooler	(912) 748-1642	190 Pooler Parkway	Pooler, Ga	31322
1103	Charleston	(843) 569-3773	7554 Northwood Blvd	Charleston, Ga	29406
1747	Augusta North	(706) 854-7832	520 N. Belair Rd	Evans, Ga	30809
6959	Bainbridge	(229) 246-1804	1414 Tallahassee Hwy	Bainbridge.Ga	39817
140	Valdosta	(229) 293-9008	1825 Norman Drive	Valdosta,Ga	31601
155	Albany	(229) 446- 2010	1219 Westover Blvd	Albany, Ga	31707
163	Warner Robbins	(478) 923-4594	2620 Watson Blvd	Warner Robins, Ga	31093
1770	Moultrie	(229) 985-6618	450 Veterans Parkway North	Moultrie, Ga	31768
1772	W. Macon	(478) 477-0266	4635 Presidential Parkway	Macon, Ga	31201
1773	Cordele	(229) 273-4380	2011 Central Ave	Cordele, Ga	31015
8954	Dublin	(478) 272-4869	1833 Veterans Blvd	Dublin, Ga	31021

Contract Manager

Name: Tamar Forbes-Semple

Email: tamar.forbes-semple@doas.ga.gov

Phone: 404-657-9430

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The Purchasing Department is requesting Council approval to Piggyback the contract for OMNIA Partners Public Sector, Contract No. R-192006, City of South Fulton Contract Number 2023-11- 4P, Lowes Home Center, Inc,

DATE: November 28, 2023

SUBJECT: The Purchasing Department is requesting Council approval to Piggyback the contract for OMNIA Partners Public Sector, Contract No. R-192006, City of South Fulton Contract Number 2023-11- 4P, Lowes Home Center, Inc,

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
R192006_Lowes_MAD_2020_04_01 Omnia	Cover Memo	11/22/2023
R192006_Lowes_RL2_2023.10.27 Renewal	Cover Memo	11/22/2023

Region 4 Education Service Center (ESC)

Contract # R192006

for

Maintenance, Repair and Operations (MRO) Supplies and Equipment

with

Lowe's Home Centers

Effective: April 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Lowe's Home Centers effective April 1, 2020:

- I. Appendix A; Vendor Contract
- II. Offer & Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of February 25, 2020 by and between Lowe's Home Centers, LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Maintenance, Repair and Operations (MRO) Supplies & Equipment ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 19-20 for ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit; 4) change in market conditions.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

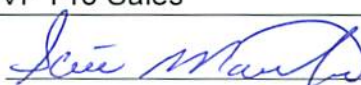
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Lowe's Home Centers, LLC
Address 1000 Lowe's Blvd
City/State/Zip Mooresville, NC 28115
Telephone No. 888-310-7791
Email Address GovernmentSupport@lowes.com
Printed Name Scott Matthews
Title VP Pro Sales
Authorized signature 

Accepted by Region 4 ESC:

Contract No. R192006

Initial Contract Term April 1, 2020 to March 31, 2023


Region 4 ESC Authorized Board Member

2/25/2020
Date

Margaret A. Bass
Print Name


Region 4 ESC Authorized Board Member

2/25/2020
Date

Carmen T. Moreno
Print Name



1605 Curtis Bridge Rd.
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A. Include a detailed response to Appendix D, Exhibit A, Omnia Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to Omnia Partners.

- For nearly 70 years, we've served customers by remembering we do so much more than sell products. Lowe's stock tens of thousands of unique products and have thousands more available by Special Order. We help people achieve the dreams they have for their homes and communities. From our humble small-town hardware beginnings to a FORTUNE® 100 company, that commitment to the bigger picture has never wavered.
- Whether it's in one of our stores, through our contact and distribution centers or directly in a customer's home or at a job site, together our 300,000 employees help to provide the competitive advantage that sets Lowe's apart. Their belief in always giving their best and responding to the needs of customers, business partners and each other allows them to touch people's lives in a positive way.
- Lowe's has over 1,700 store locations in the United States to serve our customer needs.

Agencies are able to view Lowe's retail stores/storefront locations by visiting the following website:
<https://www.lowes.com/store/>

• Get What you Need, When You Need It

At Lowe's we've learned a lot about business customers since we began in 1946. Our services are designed to help you save time and money and make your agency run smoother.

- Typical Store hours are as follows:
 - Monday – Thursday: 7am – 9pm
 - Friday & Saturday: 7am – 10pm
 - Sunday: 9am – 6pm
- Lowe's will offer a dedicated email support mailbox for Omnia Partners customers at GovernmentSupport@lowes.com.
- A dedicated Omnia Partners Hotline is put in place - Hours 8am – 5pm EST, 1-888-310-7791
- Customer Care Line for Customer Support, closest store location and hours: 1-800-445-6537
- Order on-line and pick up in store, have Lowe's deliver or select parcel shipped to your place of business



1605 Curtis Bridge Rd.
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- **Training and Support:**

The Omnia Partners contract would be managed by the Pro Sales/National Account Managers by Lowe's Home Centers, LLC. All contract compliance, negotiation; order processing, reporting and administrative payments will be handled by corporate personnel out of the Mooresville, NC location.

Our Corporate team, responsible for Pro Sales and Government Sales as well as comprehensive customer and store support, is closely linked to our team in the field to manage the same process. Upon award, a corporate communication through multiple channels would be distributed to all Regional Sales Directors, Market Directors, Field Directors, Pro Sales Managers of Pro Sales and in-store Pro Sales Specialist that would include:

Contract terms and conditions

Procedure to process incoming orders and execut pre-negotiated pricing for Omnia Partner members

A list of all current Omnia Partner members to support proactive marketing of the contract throughout all local markets across the country.

Lowe's distribution centers and local stores to ship orders in a timely matter

In addition, Lowe's personnel will be advised to offer the Omnia Partner contract to eligible agencies that are not currently members of Omnia Partners but that may benefit from this type of acquisition vehicle. It is understood that Omnia Partner personnel will be available to Lowe's representatives to help explain the membership process to prospective members.

Lowe's will support Omnia Partner members through multiple avenues to meet their purchasing needs. The following outlines Lowe's support team.

Government Sales Team:

Rochelle Komlosi -- Director of National Accounts

Lisa Minton -- Contract Compliance Manager

Will Craig -- National Account Manager (West)

Michelle Halverson -- National Account Manager (South)

Colleen Weaver -- National Account Manager (North)

Lowe's has over 250 Pro Sales Managers to help service this contract in our local store areas.

<https://www.lowespbm.com/LowesCBC/DCASPortal/AEPLookup.aspx>



1605 Curtis Bridge Rd.
Mail Code: A3ECS
Wilkesboro, NC 28697
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- **How agency will receive contract pricing:**

Lowe's offers Omnia Partner members everyday discounts to save your agency time and money. As a participating member of Omnia Partners, Public Sector, our exclusive program offers a walk-in or on-line solutions.

Dedicated ProServices Sales Specialist and National Account Managers to help you get the right products for every project.

Item number 155670 will show on the invoice when the contract savings card is scanned at time of purchase to show you received the discount per the awarded contract.

Walk-In Benefits:

- Receive a 7% discount at time of purchase on 40,000+ stock products plus special order items at any one of our 1,700+ store locations nationwide when presenting your Lowe's Omnia Partners contract savings card.

On-Line Benefits:

- Receive up to 20% discount when you place your order online through your registered account on www.lowesforpros.com
 - Set price file
 - Category discounts up to 20% off

eProcurement Benefits:

- eProcurement customers can purchase from Lowe's utilizing our Lowesforpros catalog.
 - Set price file
 - Category discounts up to 20% off

Dedicated ProServices Sales Specialist and National Account Managers to help you get the right products for every project.

How To Purchase – Walk-in:

- Lowe's walk-in solution was created for a fast convenient way for customers to use our Omnia Partners contract. Omnia Partners contract savings card will need to be ordered and received prior to making purchases at <https://www.lowesforpros.com/l/government-buyer-solutions.html>
- Customers can check out through any cashier attending register in the store. Cashiers – scan the Customer's Government Contract Savings card and receive a 7 % discount at time of tender from Lowe's everyday low price.
- The Government Contract Savings card works with any tender type.
- Government Contract Savings card usage is tied to contract compliance and must be scanned with each contract transaction



1605 Curtis Bridge Rd.
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- **How To Purchase – eProcurement:**

- Customers will place their order by logging into their www.lowesforpros.com eProcurement account
- Customer will need to email eProSupport@lowes.com to have the price file and category discount linked for their purchasing needs.
- Orders will be fulfilled by the local stores or fulfillment distribution centers
- Customer will choose their delivery options: Pickup in store, Parcel Ship or Lowe's Delivery Truck

- **How To Purchase – On-line:**

- Customers will place their order by logging into their www.lowesforpros.com account
- Customer will need to email GovernmentSupport@Lowes.com to have the price file and category discount linked for their purchasing needs.
- Orders will be fulfilled by the local stores or fulfillment distribution centers
- Customer will choose their delivery options: Pickup in store, Parcel Ship or Lowe's Delivery Truck

Go To Market Strategy

Print:	Web:	Networking:
• Co-Branded Direct Mail • Customer Handouts • Advertisements in Print Publications • Contract Savings Cards	• Dedicated Omnia Partners, Public Sector Lowe's web portal • Summary of Contract Benefits • Links to Omnia Partners, Public Sector website • Lowesforpros.com by E-Pro	• Customer OnSite Meetings • Dedicated Customer Support Lines • Onboarding Support • Tradeshow – NIGP, NAEP, and regional tradeshow

- **Reporting**

- Lowe's will submit a monthly report to OMNIA Partners, Public Sector each month by the 10th of the month.
 - The sales by agency is tracked when the key fob is scanned at point of sale to receive the discount.
 - Any purchase online will be tracked when the agency selects OMNIA Partners contract to purchase under.
- Lowe's will have quarterly reviews of the sales volume with OMNIA Partners Development Manager.



1605 Curtis Bridge Rd.
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B. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administrative Agreement prior to Contract award. Offeror should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administrative Agreement on Appendix B, Terms and Conditions Acceptance Form.

- Lowe's has prepared Addendum 1 for your review.

C. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

- Lowe's has included the forms listed above in Tab 7

D. Describe how Offeror responds to emergency orders.

- For emergency orders, Lowe's will do everything possible to accommodate the urgency and product needed to take care of the agency needs

Helping residents of the communities, Lowe's Command Center serves by being there when weather threatens or a disaster occurs and in the recovery that follows. Lowe's Emergency Command Center and network of distribution centers allow Lowe's to respond to our customers' needs and quickly replenish store shelves with emergency products.

E. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

At Lowe's we've learned a lot about business customers since we began in 1946. Our services are designed to help you save time and money and make your agency run smoother. Any local Lowe's store can assist with order related issues by directly contacting them or by contacting the Government Support.

- Typical Store hours are as follows:
 - Monday – Thursday: 7am – 9pm
 - Friday & Saturday: 7am – 10pm
 - Sunday: 9am – 6pm
- Lowe's will offer a dedicated email support mailbox for Omnia Partners customers at GovernmentSupport@lowes.com.
- A dedicated Omnia Partners Hotline is put in place - Hours 8am – 5pm EST, 1-888-310-7791
- Customer Care Line for Customer Support, closest store location and hours: 1-800-445-6537
- Order on-line and pick up in store, have Lowe's deliver or select parcel shipped to your place of business

Lowe's will make every effort to contact the agency back within 24 hours of receiving the email or phone call.



1605 Curtis Bridge Rd.
Mail Code: A3ECS
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F. Describe Offeror's invoicing process.

Each agency will receive an invoice at point of sale to show the item purchased and the discount.

If an agency is utilizing the Lowe's Business Accounts, then they will be mailed an statement and duplicate invoice each month.

G. Describe Offeror's contract implementation/customer transition plan. As an example, attach a high-level project schedule with milestones from each implementation phase. Include training that customer will receive as part of the transition.

- Lowe's will "grandfather" any agencies using the existing contract (National IPA/Region 4) to the newly award contract with OMNIA Partners. The contract savings card will not expire, instead we would change the expiration date to the expiration date of the awarded contract.
- Lowe's will offer the OMNIA Partners, Public Sector as our lead cooperative contract to state and local agencies

Go To Market Strategy		
Print:	Web:	Networking:
• Co-Branded Direct Mail • Customer Handouts • Advertisements in Print Publications • Contract Savings Cards	• Dedicated Omnia Partners, Public Sector Lowe's web portal • Summary of Contract Benefits • Links to Omnia Partners, Public Sector website • Lowesforpros.com by E-Pro	• Customer OnSite Meetings • Dedicated Customer Support Lines • Onboarding Support • Tradeshows – NIGP, NAEP, and regional tradeshows

- Lowe's will send out a press release by 4-1-2020 to announce the newly awarded contract
- Lowe's will send out an internal announcement to the field teams about the newly awarded contract
- Direct Mail campaign to all existing agencies utilizing the Lowe's contract to announce the newly award contract by 4-30-20
- Lowe's will update it website by 4-1-2020
- OMNIA Partners, Public Sector to update their website by 4-1-2020



1605 Curtis Bridge Rd.
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H. Describe the financial condition of Offeror.

2018 – \$71,309M
2017 – \$68,619M
2016 - \$65,017M

To review our Annual Reports, please visit, <https://lowes.gcs-web.com/financial-information/annual-reports>

I. Contracts that have retail stores shall have appropriate procedures in place to ensure contract pricing on all product lines to member agencies. Describe how agencies choosing to pick up orders will receive the correct contract pricing. Indicate how volume will be tracked and reported to OMNIA Partners.

Each agency will need to scan their key fob to receive the discount at point of sale.

If they are purchasing off the core marketbasket, MFG- Discount, Category-Discount they will have to purchase online at www.lowesforpros.com to receive the awarded contract pricing. They can select to pick up the merchandise from the local store.

The sales by agency is tracked when the key fob is scanned at point of sale to receive the discount.

Any purchases online will be tracked when the agency selects OMNIA Partners contract to purchase under.

J. Payment terms/options. Include standard payment terms, early payment discounts and form of payment accepted. Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

Lowe's does not charge a convenience fee for using credit cards at our stores. Lowe's accepts all major credit cards along with our business accounts outlined below.

Please review each business account to review the payment terms per the agreement.



1605 Curtis Bridge Rd.
Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

Lowe's is committed to offering Omnia Partners, Public Sector members the easiest, most convenient business credit program anywhere. Our business credit offers easy-to read itemized billing, secure online account management, customized account setup, employee spending control and a dedicated account representative.

1. Lowe's offers 3 types of business credit programs for our Pro business customers: Lowe's Account Receivable (LAR), Lowe's Business Accounts (LBA), and Lowe's Business Rewards Card (LBR) by American Express. These programs are private label credit programs for Lowe's. The terms and conditions are pre-established and will be between the Omnia Partners, Public Sector members who choose to open an account with either Synchrony Bank or American Express. Please visit <https://www.lowesforpros.com/l/business-credit-center.html> to learn more about the credit programs.

Lowe's Business Account



Lowe's Accounts Receivable



Lowe's Business Rewards Card
From American Express



The following are high level exclusive features and benefits of each of the three business credit programs:

2. Lowe's Accounts Receivable (LAR)

- ✓ No Annual Fee
- ✓ Pay in full each month
- ✓ Discounted delivery on Lowe's Pro Sales purchases
- ✓ Manage your account online
- ✓ Finance charges are not applied to government entities accounts
- ✓ Please visit <https://www.lowesforpros.com/l/lowes-accounts-receivable.html> to learn more

3. Lowe's Business Account (LBA)

- ✓ No Annual Fee
- ✓ Low monthly payments
- ✓ Manage your account online
- ✓ Please visit <https://www.lowesforpros.com/l/lowes-business-account.html> to learn more

4. Lowe's Business Rewards Card (LBR)

- ✓ No Annual Fee
- ✓ Earn points for purchases at Lowe's and everywhere American Express is accepted
- ✓ Manager your account online
- ✓ Please visit <https://www.lowesforpros.com/l/business-credit-center.html> to learn more



1605 Curtis Bridge Rd.
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Wilkesboro, NC 28697
Phone: 888-310-7791

A. Provide a brief history of the Offeror, including year it was established and corporate office location.

Founded in 1946 and based in Mooresville, NC., Lowe's supports the communities it serves through programs focused on creating safe, affordable housing and helping to develop the next generation of skilled trade experts.

For nearly 70 years, we've served customers by remembering we do so much more than sell products. Lowe's stock tens of thousands of unique products and have thousands more available by Special Order. We help people achieve the dreams they have for their homes and communities. From our humble small-town hardware beginnings to a FORTUNE® 100 company, that commitment to the bigger picture has never wavered.

As a purpose-driven company, Lowe's is committed to delivering the right home improvement products, with the best service and value, across every channel and community we serve. That's the lens Lowe's uses to do what's right for customers and its communities.

"Building a Sustainable Foundation" is Lowe's sixteenth annual corporate responsibility report, outlining Lowe's management approach to sustainability topics and highlighting our goals, performance and progress to date. Our core focus areas include Product Sustainability, Our People & Our Communities and Operational Excellence.

In 2018, Lowe's and the Lowe's Foundation donated approximately \$46 million to K-12 schools and community organizations in the United States, Canada and Mexico, including disaster relief and rebuilding efforts.

Education is at the heart of Lowe's call to improve the communities we serve. By helping schools and students in need, we're investing in the long-term success of our communities. We believe education is the cornerstone to building stronger and more sustainable communities and Lowe's is committed to providing the resources our schools and children need to succeed.

Lowe's introduces students to trade skills careers – to learn more please visit <https://newsroom.lowes.com/fresh-thinking/lowes-introduces-students-to-trade-skills-careers/> to learn more.

Please take the time to review 2018 Corporate Responsibility Report at https://1g0r7s45brd833po5f1d5yyb-wpengine.netdna-ssl.com/wp-content/uploads/2019/06/Lowes_2018CRReport_FINAL_6_2019-1.pdf



1605 Curtis Bridge Rd.
Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

B. Describe Offeror's reputation in the marketplace.

Lowe's has received several awards for our dedication to promoting diversity and inclusion:

Awards & Recognition



Black Enterprise has named
Lowe's one of the 50 best
companies for diversity



Named a Top 10
Military Friendly Brand



Lowe's recognized as a Top
Veteran-Friendly Company by
U.S. Veterans Magazine



Lowe's becomes first ten-time
winner of EPA's Smart Way
Excellence Award



Barron's names Lowe's as one
of the top 100 most sustainable
companies in the U.S.



FTSE4Good
Lowe's recognized as a
top company in sustainability
practices by FSTE4Good



2020 Women on Boards recognized
Lowe's as a "W" company for having 20%
or more of board seats held by women



Lowe's received the ENERGY STAR Excellence
in Promotion Award for successful promotion
of ENERGY STAR products



Black Enterprise recognized Janice Little,
Vice President, Chief Diversity Officer, as a
2018 Top Corporate Diversity Executive

To learn more about Lowe's reputation in the marketplace, please visit:

<https://newsroom.lowes.com/csr-reports/>



1605 Curtis Bridge Rd.
Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

C. Describe Offeror's reputation of products and services in the marketplace.

2018 Highlights

Lowe's is proud of our corporate responsibility accomplishments and the recognition we received in 2018. Here are some highlights:



To learn more about Lowe's reputation in the marketplace, please visit:

<https://newsroom.lowes.com/csr-reports/>

D. Describe the experience and qualification of key employees.

The National Account Managers have been with Lowe's for over 40 years combined.

- They are experienced on how to sell the benefits of a cooperative contract.
- They have great customer service skills to assist any agency with their needs.
- They are friendly and approachable to help build rapport with the agencies.
- NAMs attend a quarterly training meeting on cooperative contracts to make sure they are aware of any new information/programs they need to share with their customers.

E. Describe Offeror's experience working with government sector.

Lowe's has focused on government sector since 2010.

- We have done dozens of RFPs to be awarded local and state government contracts
 - When allowed, Lowe's always responds with cooperative contract discount platform
- We have held a Omnia Partners, Public Sector contract since 2010 (formerly, TCPN or National IPA).
- Lowe's held a GSA contract until December 31, 2015



1605 Curtis Bridge Rd.
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F. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Claims, suits and judgements occur in the normal course of business. Lowe's discloses material legal proceedings in its annual 10K report, the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at: <https://www.sec.gov/edgar.shtml>

G. Provide a minimum of 5 customers references relating to the products and services within the RFP. Include entity name, contact name and title, contact phone and email, city, state, and years serviced.

Each month, Lowe's submits reporting to OMNIA Partners, Public Sector. Please use these reports to review our customer history with Lowe's as references.

H. Provide any additional information relevant to this section.



1605 Curtis Bridge Rd.
Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

A. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Pro Appreciation Events Lowe's provides a variety of events throughout the year just for our pro customers. Visit our events page to learn more.	Lowe's Business Credit The Lowe's Business Credit program gives you the flexibility, convenience and financial power to get the job done. Learn more about our Business Credit choices.	Easy Ordering & Delivery Lowe's offers you three ways to get what you want, when you need it. We make contractor ordering easy, no matter what size job. Learn more about our ordering and delivery services at https://www.lowes.com/l/shipping-delivery
Continuing Education Learn about continuing education opportunities through Wilkes Community College, the National Association of Home Builders, and the U.S. Small Business Administration.	Emergency Management Plan Helping residents of the communities, Lowe's Command Center serves by being there when weather threatens or a disaster occurs and in the recovery that follows. Lowe's Emergency Command Center and network of distribution centers allow Lowe's to respond to our customers' needs and quickly replenish store shelves with emergency products.	Lowe'sforpros.com Our ecommerce website Lowe'sforpros.com brings efficiency to Lowe's customers who are now able to take advantage of an even more powerful efficient online website to procure for their business, organization, or institution. Lowe'sforpros.com will support punch out via cXML. Ability to all eProcurement systems via punchout
Encouraging Supplier Diversity At Lowe's, our culture of diversity extends all the way to our supply chain. The aim of our supplier diversity program is to give small and diverse businesses an opportunity to provide products and services to Lowe's. We view our efforts with small and diverse businesses as an investment in our future. We focus on building relationships with women-, minority-, veteran- and service-disabled veteran-owned businesses, as well as those operating in Historically Underutilized Business zones (HUBZones).	Quote Support Program Receive volume savings when your purchase is over \$1,500 and your quote has been placed through Lowe's Quote Support Program (QSP)	Lowe's Hero's Projects We have a strong tradition of volunteering. Our employees are committed to improving their communities, and they show their support by volunteering thousands of hours each year. Whether participating in community revitalization efforts after a disaster, conducting how-to clinics to help community members develop construction skills, helping out at K-12 schools or simply cleaning up local parks and beaches, Lowe's employees are always there to lend a hand.
Paint Color Matching Service Bring us a sample of fabric, carpet or flooring and we'll locate or create a matching paint color in a matter of seconds. Lowe's paint color matching service is designed to help you find the right color and shade for any project	Green Initiative/Sustainability Becoming a more sustainable business is a journey, and Lowe's is committed to continuously working toward being a good steward of the environment. Developing our approach to sustainability has given us the opportunity to look beyond the traditional supply chain and focus on the entire product life cycle. We continue to expand our selection of ENERGY STAR qualified and WaterSense labeled products and offer a growing number of solar-powered solutions.	

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

December 2, 2019

Date



Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Lowe's Home Centers, LLC

Contact



Signature

Rochelle Komlosi

Printed Name

Director National Accounts

Position with Company

Address

1000 Lowe's Blvd

Mooresville, NC 28115

**Official
Authorizing
Proposal**



Signature

Scott Matthews

Printed Name

VP Pro Sales

Position with Company

Phone

1-888-310-7791

Fax

1-877-793-8455

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-597244

Date Filed:
03/10/2020

Date Acknowledged:
3/10/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lowe's Home Centers, LLC
Mooresville, NC United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R192006
Maintenance, Repair and Operations (MRO) Supplies & Related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Lowe's Home Centers, LLC, and my date of birth is N/A.

My address is 1000 Lowe's Blvd, Mooresville, NC, 28117, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Iredell County, State of NC, on the 10 day of March, 20 20.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Scott Matthews, as an authorized representative of

Lowe's Home Centers, LLC, a contractor engaged by

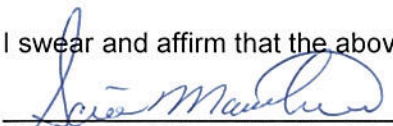
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

VP Pro Sales

December 2, 2019
Date

Form Revised 10/27/201

Appendix C, DOC # 5

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or

transmission of intelligence.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

§ 7401 et seq.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of

the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be

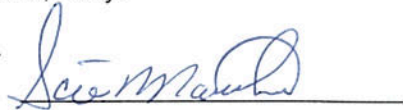
submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Lowe's Home Centers, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Scott Matthews VP Pro Sales

Name and Title of Contractor's Authorized Official

December 2, 2019

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a

state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags:
"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

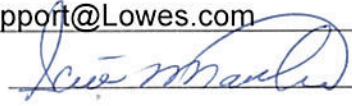
Offeror's Name: Lowe's Home Centers, LLC

Address, City, State, and Zip Code: 1000 Lowe's Blvd, Mooresville, NC 28115

Phone Number: 888-310-7791 Fax Number: 877-793-8455

Printed Name and Title of Authorized Representative: Scott Matthews VP Pro Sales

Email Address: GovernmentSupport@Lowe.com

Signature of Authorized Representative:  Date: December 2, 2019

* Subject to Lowe's response in Addendum A, attached hereto

Addendum A
to
Contractor's Contract and Signature Form
Between Lowe's Home Centers, LLC (Lowe's)
and
Region 4 Education Service Center (ESC)
(being made available by OMNIA Partners, Public Sector (Omnia))
for
RFP 19-20
Maintenance, Repair and Operations (MRO) Supplies & Related Services

By awarding the above referenced project to Lowe's Home Centers, LLC, Region 4 ESC agrees that this Addendum will become a part of the Contract. This Addendum and the Contract collectively form the agreement between ESC, Omnia, and Lowe's. With respect to any inconsistencies between the Contract and this Addendum, this Addendum shall govern.

Further Information – Clause 3) Form of Contract.

Lowe's Home Centers, LLC, the entity submitting a response to this RFP, is a fully-owned subsidiary of Lowe's Companies, Inc. (LCI), a publicly traded company. LCI's operating entities (together or individually "Lowe's Co."), including Lowe's and MSH, operate over 1,700 stores, perform installation services nationwide, maintain relationships with thousands of suppliers, employ over 200,000 people, and serve millions of customers. Lowe's Co uses third party independent contractors to perform ancillary services for Lowe's Co during the normal course of business on a daily basis. These ancillary services may include, but are not limited to, appliance decommissioning, product delivery, and janitorial services for Lowe's stores, and are provided to Lowe's Co on an ongoing basis through pre-existing and established business relationships.

Lowe's does not consider the use of these ancillary services to trigger any subcontractor-specific or subcontractor approval requirements for this supply contract. Lowe's agrees to comply with all subcontracting requirements should Lowe's enter into a new contract to specifically fulfill Region 4 ESC's or Omnia's requirements thereof.

Further Information – Clause 5) Commencement of Work.

Use of Purchase Orders requires a Lowe's Accounts Receivable (LAR) or P-Cards. Lowe's does not agree to any additional Purchase Order Terms & Conditions. Aside from product, delivery, or shipping information, any terms, conditions, representations or certifications included in any purchase order, receipt, or other written instruments (Additional Terms), including from entities or persons authorized to purchase under this Agreement, are void and superseded by the terms and conditions of this Agreement. Lowe's gives notice of objection to all Additional Terms and specifically rejects all Additional Terms as a material alteration to this Agreement. Lowe's may accept Additional Terms in its sole discretion after receiving advance written notice of the Additional Terms, provided that no Additional Terms are valid until the entity presenting the Additional Terms receives a signed acknowledgement from Lowe's agreeing to the Additional Terms.

Further Information – Clause 8) Novation.

Clause 8 requires that any successor in interest must guarantee to perform all obligations under this Contract. Lowe's cannot guarantee this; Lowe's will therefore provide the following under this Contract in lieu of clause 8:

8) Novation. If Contractor sells or transfers all assts or the entire portion of the assets used to perform this Contract, the successor in interest ~~must~~ may guarantee to perform all obligations under this Contract. ~~Region 4 reserves the right to accept or reject any new party.~~ A change of name agreement will not change the contractual obligations of Contractor.

Further Information – Clause 10) Adding Authorized Distributors/Dealers.

Clause 10 requires Lowe's to identify to Region 4 ESC of its intent to use an authorized distributor or dealer.

Lowe's intends to fulfill a portion of this Contract through Maintenance Supply Headquarters, LLC, (MSH) a fully owned subsidiary of Lowe's Companies, Inc. As a fully owned subsidiary of Lowe's, Lowe's does not consider MSH a subcontractor for purposes of this Contractor.

Further Information – Clause 11) Termination of Contract.

11) e) Standard Cancellation.

The original Clause 11 subsection e) is removed and replaced with the following:

11) e) Standard cancellation. Region 4 ESC ~~or Contractor~~ may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Further Information – Clause 14) Delivery.

14. Delivery. ~~Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.~~ If requested, Lowe's will deliver products under this Agreement in accordance with the Lowe's delivery policies in effect at time of purchase, including without limitation, any additional fees for delivery. If using a LAR (Lowe's Account Receivable) any applicable delivery fee will be reduced to \$20.00. Products purchased under this Contract are subject to Lowe's return policies in effect at the time of purchase. Lowe's current policies can be found at <https://www.lowes.com/l/shipping-delivery> and <https://www.lowes.com/l/returns-policy.html>.

Further Information – Clause 16) Payments.

Based on Lowe's standard payment and billing processes customers must tender payment for walk-in and online purchases at the time of purchase. Moreover, Lowe's cannot include certain text in its invoices. Lowe's will therefore provide the following invoicing under this Contract in lieu of clause 16:

16) Payments. The entity using the contract will make payments directly to the awarded vendor. ~~Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.~~

Further Information – Clause 17 Price Adjustments.

Clause 17 provides mechanisms for review of price increases, price reductions and adjustments. Lowe's operates over 1,700 stores, performs installation services nationwide, maintains relationships with thousands of suppliers, employs over 200,000 people, and services millions of customers. Lowe's cannot guarantee that prices across the company will not be lower than those offered under this Contract. Moreover, due to this scale, Lowe's cannot obtain advance approvals of pricing or product changes. Lowe's will therefore provide the following pricing under this Contract in lieu of clause 17:

17) Offeror's Pricing. Contractor agrees that all prices offered through this Contract are comparable to or better than the equivalent prices offered through any other similar cooperative purchasing contract.

Further Information – Clauses 19 through 22

Clauses 19 through 22 seek to control Lowe's product offerings. Lowe's is a reseller of product and as such cannot guarantee that replacement models of any product will meet or exceed the specifications or the performance of a discontinued model. Similarly, Lowe's cannot guarantee that replacement models will be available at the same prices as the discontinued model. Lowe's is not offering any labor under this contract and accordingly will not warrant labor. Finally, Lowe's will therefore provide the following product representations under this Contract in lieu of clauses 19, 20, 21, and 22:

19) Product Assortment. Contractor's product assortment varies based on numerous factors, including for example location, season, and product availability. In addition, products may change over time and manufacturers discontinue products and product lines. Unless Contractor issues a written quote or offer, Contractor makes no guarantees with respect to product changes or availability and has no obligation to inform Region 4 ESC, Omnia, or any Member of product changes or availability.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. ~~Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if in the line is replacing or supplementing products, is equal or superior to the original products, is discontinued similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.~~

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty ~~and one (1) year labor warranty unless otherwise agreed to in writing.~~

Further Information – Clauses 23 through 26

Lowe's and Region 4 ESC agree that "work to be performed at schools" and "services" do not include delivery. Delivery of appliances consists of moving of new appliance into desired location, moving of old appliances to another location if requested, haul-away and recycling of old appliance, uncrating and removal of packing materials, demonstration of operation of new appliance if requested, and door swing change, if necessary. Charges and restrictions may apply to gas appliances, dishwashers, drop-in ranges, air conditioners, water heaters, wall ovens, surface units, and cooktops. All appliances may not be available in all areas.

Moreover, Lowe's conducts background checks of its employees at the time of hire for violent crimes, drug related crimes, sexual offenses (including, but not limited to, rape, molestation, sexual assault, indecent exposure, indecency with a child), murder and kidnapping. Delivery drivers are also subject to a Motor Vehicle Records check for driver license issues. Drug testing is done on all Contractor employees at the beginning of their employment only. By utilizing the Contract for purchases,

Region 4 ESC, Omnia, and purchasing Members agree that this fulfills all Contract obligations related to sex offender restrictions.

Further Information – Clause 30) Indemnity.

Lowe's will provide the following Indemnity under this Contract in lieu of clause 30:

30) Indemnity: Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all ~~third-party~~ claims, damages, losses, and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

Further Information – Clause 31) Marketing.

Lowe's proprietary indicia, trademarks, service marks, or trade names (collectively "Marks") are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks, Omnia, and Region 4 ESC must enter into a separate Licensing Agreement with LF, LLC. As such the following paragraph will appear in lieu of clause 31:

31) ~~Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement.~~ Region 4 ESC acknowledges that Lowe's proprietary indicia, trademarks, service marks, or trade names (collectively "Marks") are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks Region 4 ESC will enter into a separate Licensing Agreement with LF, LLC. Any use of Region

4 ESC's name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

Further Information – Clause 32) Certificates of Insurance.

Lowe's Home Centers, LLC ("Lowe's"), will maintain during the term of the project and for a two year period following completion of services, the following insurance:

Commercial general liability insurance, under a blanket program providing coverage for multiple projects and locations, with minimum limits of \$1,000,000 per occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate, which shall include coverage for bodily injury, death, property damage, personal and advertising injury and contractual liability; commercial automobile liability insurance providing coverage for owned, hired, and non-owned autos in the minimum combined single limit of \$1,000,000; and excess liability insurance in the minimum amount of \$5,000,000. Such insurance will respond on a primary basis for claims arising out of Lowe's performance under the terms of the agreement. Lowe's will also maintain workers' compensation insurance as required by applicable statute and employer's liability insurance in the minimum amount of \$500,000 per employee for disease, \$500,000 14/bodily injury per accident and \$500,000 policy limit for disease.

All policies shall be written on an occurrence basis by insurers rated A/X or higher by A.M. Best and authorized to do business in the state where the services are performed. Lowe's will satisfy the commercial general liability insurance requirement through a program of self-insurance covering Lowe's Companies, Inc. and its U.S. subsidiaries, including Lowe's Home Centers, LLC.

An evidence of coverage certificate of insurance providing information on Lowe's insurance program is attached. Lowe's shall provide Region 4 ESC with a renewal certificate, upon request, should this certificate expire during the awarded contract term. Lowe's will use commercially reasonable efforts to provide Region 4 ESC within thirty (30) days' prior written notice of cancellation of the insurance described herein; such notice will not be provided by the insurance company.

Upon request Lowe's shall include Region 4 ESC as an additional insured, by blanket endorsement, under the commercial general liability and automobile liability insurance, and shall provide Region 4 ESC with a certificate of insurance naming Region 4 ESC as an additional insured. All certificates bear an electronic signature. Lowe's will provide a certificate of insurance only; Lowe's will not provide copies of its insurance policies.

By awarding the above referenced project to Lowe's Home Centers, LLC, Omnia and Region 4 ESC accept Lowe's insurance program contained herein and agrees this program satisfies Omnia's and Region 4 ESC's insurance requirements for this solicitation.

Further Information – Addendum No. 2 Appendix C DOC #5.

Addendum No. 2 states that Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

Lowe's and Region 4 ESC agree that "Services" do not include the sale of products or delivery thereof. Delivery of appliances consists of moving of new appliance into desired location, moving of old appliances to another location if requested, haul-away and recycling of old appliance, uncrating and removal of packing materials, demonstration of operation of new appliance if requested, and door swing change, if necessary. Charges and restrictions may apply to gas appliances, dishwashers, drop-in ranges, air conditioners, water heaters, wall ovens, surface units, and cooktops. All appliances may not be available in all areas.

Lowe's will comply with orders of the United States Secretary of Labor, including any applicable rules and regulators of those order, as required by law. However, Region 4 ESC agrees not to allow any federal funds to be utilized at Lowe's or its affiliates through this Contract.

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☒ Yes ☐ No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE ☐ Yes ☒ No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No

List certifying agency: _____

c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB ☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone ☐ Yes ☒ No

List certifying agency: _____

e. Other

Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No

List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? ☐ Yes ☒ No
- 6.



1605 Curtis Bridge Rd.
Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

Diversity & Inclusion

Lowe's dedication to diversity and inclusion grows from the steadfast values of our associates and extends to every corner of our company. We draw upon the strength of collaboration, bringing together many unique individuals in the workplace and community to better meet the needs of our associates and customers. Recruiting, developing and retaining a diverse workforce ensures a welcoming customer experience, enhances partnerships and community involvement and strengthens our business.

Lowe's is committed to fostering an environment where individuals are valued, treated fairly, respected and inspired to serve customers and the community. Marvin Ellison, president and chief executive officer, and Janice Little, our vice president, chief diversity officer, regularly provide direction on diversity and inclusion initiatives. Our vice president, chief diversity officer leads our diversity and inclusion team in developing strategies, policies, partnerships, programs and key performance indicators, and reports these efforts to our board of directors. Lowe's is also a signatory to the CEO Action Pledge for Diversity & Inclusion, and as part of our commitment to an inclusive work environment, we analyzed our workforce profiles in 2018 to strategically focus our efforts going forward.

We focus on diversity and inclusion in three areas:

Business: Aim to provide better and more diverse services and solutions

Talent: Desire a workforce that can best serve to understand our customers' needs and how best to meet them

Culture: Foster an inclusive culture that unleashes the brilliance of our full workforce to bring their talents to support the customer and serve the community

Lowe's remains focused on investing in programs that create value for our customers and our company. In the U.S., we piloted two leadership development programs for women in 2018 in partnership with the Network of Executive Women (NEW) and the Women in Leadership Linkage Institute. Lowe's additionally has initiated regional partnerships with NEW to directly connect women based in field operations through networking and leadership development programs. We also partnered with the Executive Leadership Council (ELC) and piloted multi-day leadership development programs to support high potential African-American talent in the field. Three of Lowe's senior executives, including Marvin Ellison, president and CEO, are members of the ELC. We look forward to leveraging data analytics and executive engagement to further improve on our diversity and inclusion efforts in 2019 and beyond.

Our Vice President, Chief Diversity Officer, Janice Little, was recognized by Black Enterprise as a 2018 Top Executive in Corporate Diversity.



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Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

A. Brief History and description of Supplier:

Founded in 1946 and based in Mooresville, NC., Lowe's supports the communities it serves through programs focused on creating safe, affordable housing and helping to develop the next generation of skilled trade experts.

For nearly 70 years, we've served customers by remembering we do so much more than sell products. Lowe's stock tens of thousands of unique products and have thousands more available by Special Order. We help people achieve the dreams they have for their homes and communities. From our humble small-town hardware beginnings to a FORTUNE® 100 company, that commitment to the bigger picture has never wavered.

As a purpose-driven company, Lowe's is committed to delivering the right home improvement products, with the best service and value, across every channel and community we serve. That's the lens Lowe's uses to do what's right for customers and its communities.

"Building a Sustainable Foundation" is Lowe's sixteenth annual corporate responsibility report, outlining Lowe's management approach to sustainability topics and highlighting our goals, performance and progress to date. Our core focus areas include Product Sustainability, Our People & Our Communities and Operational Excellence.

In 2018, Lowe's and the Lowe's Foundation donated approximately \$46 million to K-12 schools and community organizations in the United States, Canada and Mexico, including disaster relief and rebuilding efforts.

Education is at the heart of Lowe's call to improve the communities we serve. By helping schools and students in need, we're investing in the long-term success of our communities. We believe education is the cornerstone to building stronger and more sustainable communities and Lowe's is committed to providing the resources our schools and children need to succeed.

Lowe's introduces students to trade skills careers – to learn more please visit <https://newsroom.lowes.com/fresh-thinking/lowes-introduces-students-to-trade-skills-careers/> to learn more.

Please take the time to review 2018 Corporate Responsibility Report at https://1g0r7s45brd833po5f1d5yyb-wpengine.netdna-ssl.com/wp-content/uploads/2019/06/Lowes_2018CRReport_FINAL_6_2019-1.pdf



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Lowe's Mission Statement

Together, deliver the right home improvement products, with the best service and value, across every channel and community we serve.

Corporate responsibility is a cornerstone of our company and fundamental to our success. Our environmental stewardship programs and community revitalization efforts help us live out our mission to serve the communities around us.

B. Total number and location of sales persons employed by Supplier:

Whether it's in one of our stores, through our contact and distribution centers or directly in a customer's home or at a job site, together our 300,000 employees help to provide the competitive advantage that sets Lowe's apart. Their belief in always giving their best and responding to the needs of customers, business partners and each other allows them to touch people's lives in a positive way.

The power of all of our employees united in a single purpose is a driving force for our company's success – success not measured in numbers alone but also by our collective ability to help people love where they live. Lowe's success is driven by the power of 300,000 employees united in a single purpose.

Agencies are able to view Lowe's retail stores/storefront locations by visiting the following website:
<https://www.lowes.com/store/>

Lowe's has over 250 Pro Sales Managers to help service this contract in our local store areas.
<https://www.lowespbm.com/LowesCBC/DCASPortal/AEPLookup.aspx>

Government Sales Team:

Rochelle Komlosi -- Director of National Accounts
Lisa Minton -- Contract Compliance Manager
Will Craig -- National Account Manager (West)
Michelle Halverson -- National Account Manager (South)
Colleen Weaver -- National Account Manager (North)



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C. Number and location of support centers and location of corporate office:

Lowe's has over 1,700 store locations in the United States to serve our customers needs.

Agencies are able to view Lowe's retail stores/storefront locations by visiting the following website:

<https://www.lowes.com/store/>

Lowe's corporate office is located at: 1000 Lowe's Blvd, Mooresville, NC 28117

Lowe's Regional office are located at:

Name	Address	City	State/F	Postal Code	Phone	Fax
REGION 01, RICHMOND, VA	4951 LAKE BROOK DRIVE, SUITE 375	GLEN ALLEN	VA	23060	(804)747-4790	(804)747-1920
REGION 02, CHARLOTTE, NC	1000 LOWE'S BOULEVARD - ITSC 02	MOORESVILLE	NC	28117	(704)758-0355	(704)757-0964
REGION 03, ATLANTA, GA	400 GALLERIA PKWY SUITE 1720	ATLANTA	GA	30339	(770)916-7700	(770)916-7725
REGION 04, INDIANAPOLIS, IN	6620 NETWORK WAY	INDIANAPOLIS	IN	46278	(317)569-1959	(317)569-8482
REGION 05, DALLAS, TX	5700 GRANIT PARWAY II, STE 840	PLANO	TX	75024	(972)963-4100	(972)963-4122
REGION 06, NASHVILLE, TN	310 BILLINGSLEY COURT STE 200	FRANKLIN	TN	37067	(615)771-5339	(615)771-5351
REGION 07, PHILADELPHIA, PA	401 PLYMOUTH ROAD, SUITE 300	PLYMOUTH MEETING	PA	19462	(610)772-9200	(610)772-9226
REGION 08, IRVINE, CA	2603 MAIN STREET SUITE #700	IRVINE	CA	92614	(949)819-9000	(949)819-9025
REGION 12, ST. LOUIS, MO	14755 N. OUTER 40 DR - SUITE 120	CHESTERFIELD	MO	63017	(636)299-9020	(636)299-9030
REGION 14, RENTON, WA	900 SW 16TH STREET, SUITE 300	RENTON	WA	98057	(425)757-5550	(425)757-5551
REGION 15, HOUSTON, TX	1575 SAWDUST ROAD STE 100	THE WOODLANDS	TX	77380	(281)465-4711	(281)465-4906
REGION 18, BOSTON, MA	293 BOSTON POST ROAD SUITE 510	MARLBOROUGH	MA	01752	(508)305-8340	(508)305-4792
REGION 21, PITTSBURGH, PA	2100 GEORGETOWN DR, STE 200	SEWICKLEY	PA	15143	(724)934-6560	(724)934-6585
REGION 24, TORONTO, ON	5160 YONGE ST, STE 200, POB 25	NORTH YORK	ON	M2N 6L9	(416)730-7300	(416)730-7374
REGION 27, TAMPA, FL	17427 BRIDGE HILL CT ST B	TAMPA	FL	33647	(813)392-4070	(813)392-4071
REGION 30, NEW YORK, NY	1301 ROUTE 36	HAZLET	NJ	07730		

Regional Distribution Centers (RDC) Network are located at:

Location Number	Name	Address	City	State/Pr	Postal Code	Phone	Fax
955	LOWE'S TEXAS RDC	955 LOWE'S LANE	MOUNT VERNON	TX	75457	(903)537-7500	(903)537-7446
960	LOWE'S NORTH CAROLINA RDC	711 TOMLIN MILL RD.	STATESVILLE	NC	28625	(704)876-8500	(704)876-3151
961	LOWE'S PENNSYLVANIA RDC	1201 KEYSTONE BLVD	MINERSVILLE	PA	17954	(570)544-1600	(570)544-9860
962	LOWE'S VALDOSTA, GA. RDC	1550 COMMERCE DRIVE	VALDOSTA	GA	31601	(229)293-1500	(229)242-2873
965	LOWE'S WYOMING RDC	2723 CHRISTENSEN ROAD	CHEYENNE	WY	82007	(307)637-0700	(307)632-9830
966	LOWE'S CALIF. RDC	3984 INDIAN AVENUE	PERRIS	CA	92571	(951)443-2500	(951)940-1981
990	LOWE'S OHIO RDC	12700 COUNTY ROAD 212	FINDLAY	OH	45840	(419)429-5700	(419)420-7367
992	LOWE'S INDIANA RDC	1301 WEST JFK DRIVE	NORTH VERNON	IN	47265	(812)346-9400	(812)346-1985
1419	LOWE'S POINCIANA, FL RDC	2651 HAM BROWN ROAD	KISSIMMEE	FL	34746-3425	(407)452-1000	(407)452-1092
1420	LOWE'S MID-ATLANTIC RDC	620 LOWE'S BLVD	GARYSBURG	NC	27831	(252)519-2400	(252)537-7612
1421	LOWE'S PLAINFIELD, CT RDC	1421 LOWE'S WAY	PLAINFIELD	CT	06374	(860)317-4000	(860)317-4001
1436	LOWE'S LEBANON, OR RDC	1001 REEVES PARKWAY	LEBANON	OR	97355	(541)258-0221	(541)258-0222
1440	LOWE'S ROCKFORD, IL RDC	2801 SOUTH SPRINGFIELD AVENUE	ROCKFORD	IL	61102	(815)721-8260	(815)721-8261
1449	LOWE'S PITTSSTON, PA RDC	200 CENTER POINT BLVD	PITTSSTON	PA	18640	(570)603-6100	(570)603-6185
1457	LOWE'S NORTHERN GA RDC	255 PROSPERITY WAY, NE	ADAIRSVILLE	GA	30103	(706)728-9040	(706)728-9064
3311	LOWE'S OF NASHVILLE, TN DFC	2782 YORK ROAD	PLEASANT VIEW	TN	37146	(629)208-1100	(629)000-0000



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D. Annual sales for the three previous fiscal years:

2018 – \$71,309M
2017 – \$68,619M
2016 - \$65, 017M

To review our Annual Reports, please visit, <https://lowes.gcs-web.com/financial-information/annual-reports>

E. Lowe's FEIN and Dunn & Bradstreet report:

FEIN: 56-07438358
D&B: 018810275

F. Describe any green or environment initiatives or policies:

Environmental Sustainability:

Enjoy a Better, More Sustainable Home

We want our customers to feel good about the high-quality products they choose at Lowe's. Our products are carefully selected, beginning with our sourcing decisions. We care about how our thousands of products are created and about the people who make them. Through collaboration and established management systems, we monitor our suppliers' practices to ensure we are securing high quality products from vendors who protect worker rights and the environment.

We are also bringing more innovative, energy efficient and eco-certified products into our portfolio of products that provide health and environmental benefits—to meet the needs of an increasing set of customers who prefer these types of products.

Sustainable for Our Future

Operating our business sustainably means acting in ways that will preserve the precious natural resources around us, reduce our impact on the environment, and leave the world a better place for future generations. At Lowe's, we believe in the often quoted view that, "We have not inherited the earth from our parents, we have borrowed it from our children."

Our Goals

How we aim to help customers and associates reduce their impact on the environment.

To learn more about Lowe's Product Sustainability, please visit:

<https://newsroom.lowes.com/responsibility/product-sustainability/>

Responsibly Managing Our Operations

We are committed to preserving our shared home, Earth, through sustainable practices while doing the right thing: acting responsibly, ethically and being transparent.

To learn more about Operational Excellence, please visit:

<https://newsroom.lowes.com/responsibility/operational-excellence/>



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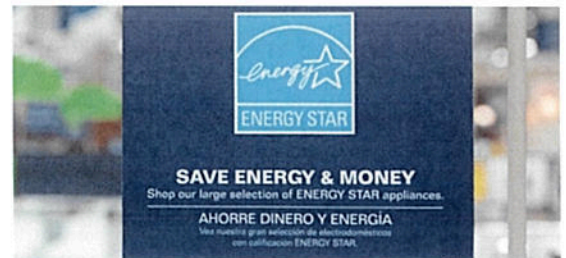
Green Product Lines:

Eco-Products

Lowe's strives to help customers reduce their environmental impact with a global focus on eco-products. Because customer needs and government regulations differ, our product portfolio varies across the U.S. and Canada. For more than 10 years, our RONA operations in Canada have leveraged the life cycle approach to identify and promote certain products as "eco-products," formalized as the ECO product program. In 2018, we expanded the ECO product program across Canada and revamped our marketing efforts to promote the program. We are enhancing our processes in the U.S. to reflect these best practices. In 2018, our Canada operations also began developing buyer's guides per product group for our merchandising teams to better understand the attributes that make a product more eco-friendly and align with our sourcing goals. The guides include corporate policy requirements, eco-product attributes needed to tag products as "ECO" and benefits for both customers and the environment. We will continue to create and integrate these guides into our global operations in 2019, enabling a strategic focus on offering more environmentally friendly products for our customers. Lowe's Canada is continuing efforts in 2019 to educate consumers on the benefits of ECO products and how to find them in stores and online.

We also offer ENERGY STAR® and WaterSense® products that protect the environment and save customers money through reduced energy and water consumption. Lowe's supports energy efficiency market transformation by partnering with local and regional utility providers to offer more efficient products at discounted prices. In 2018, Lowe's offered \$15.3 million in discounts to customers purchasing energy efficient products with a key focus on ENERGY STAR and WaterSense certified items. We require independent certification of each product to deliver the quality, performance and savings that consumers expect. We host energy efficiency guides and online rebate centers for our customers to help them save money while making more environmentally friendly purchasing decisions. In 2019, we plan to establish a roadmap for evaluating lifecycle impacts of our products by category and continue to build on the success we saw in 2018.

Lowe's received the ENERGY STAR Excellence in Promotion award in 2018 for our efforts to promote ENERGY STAR certified products.





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G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program:

Lowe's dedication to diversity and inclusion grows from the steadfast values of our associates and extends to every corner of our company. We draw upon the strength of collaboration, bringing together many unique individuals in the workplace and community to better meet the needs of our associates and customers. Recruiting, developing and retaining a diverse workforce ensures a welcoming customer experience, enhances partnerships and community involvement and strengthens our business.

Lowe's is committed to fostering an environment where individuals are valued, treated fairly, respected and inspired to serve customers and the community. Marvin Ellison, president and chief executive officer, and Janice Little, our vice president, chief diversity officer, regularly provide direction on diversity and inclusion initiatives. Our vice president, chief diversity officer leads our diversity and inclusion team in developing strategies, policies, partnerships, programs and key performance indicators, and reports these efforts to our board of directors. Lowe's is also a signatory to the CEO Action Pledge for Diversity & Inclusion, and as part of our commitment to an inclusive work environment, we analyzed our workforce profiles in 2018 to strategically focus our efforts going forward.

We focus on diversity and inclusion in three areas:

Business: Aim to provide better and more diverse services and solutions

Talent: Desire a workforce that can best serve to understand our customers' needs and how best to meet them

Culture: Foster an inclusive culture that unleashes the brilliance of our full workforce to bring their talents to support the customer and serve the community

Lowe's remains focused on investing in programs that create value for our customers and our company. In the U.S., we piloted two leadership development programs for women in 2018 in partnership with the Network of Executive Women (NEW) and the Women in Leadership Linkage Institute. Lowe's additionally has initiated regional partnerships with NEW to directly connect women based in field operations through networking and leadership development programs. We also partnered with the Executive Leadership Council (ELC) and piloted multi-day leadership development programs to support high potential African-American talent in the field. Three of Lowe's senior executives, including Marvin Ellison, president and CEO, are members of the ELC. We look forward to leveraging data analytics and executive engagement to further improve on our diversity and inclusion efforts in 2019 and beyond.

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H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprise such as minority and women owned, small or disadvantaged, disable veterans, etc:

Lowe's does not hold any certifications

I. Describe how supplier differentiates itself from its competitors:

Making a difference in someone's day, every day....The Lowe's community begins with more than 300,000 associates and extends to their families and the communities where we live and work. We have a significant role to play-being a great place to work and investing in community programs that shape homes, communities and lives.

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Corporate responsibility is a cornerstone of our company and fundamental to our success. Our environmental stewardship programs and community revitalization efforts help us live out our mission to serve the communities around us.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier:

Claims, suits and judgements occur in the normal course of business. Lowe's discloses material legal proceedings in its annual 10K report, the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at: <https://www.sec.gov/edgar.shtml>

K. Felony Conviction Notice: Indicate if the supplier:

- ☐ is a publicly held corporation and this reporting requirement is not applicable;
- ☐ is not owned or operated by anyone who has been convicted of a felony;
- or
- ☐ is owned or operated by and individual(s) who have been convicted of a felony and provide the names and convictions

Lowe's has been a publicly held company since October 10, 1961. The Company's stock is listed on the New York stock exchange with shares trading under the symbol LOW. For more information, visit www.Lowesforpros.com

L. Describe any debarment or suspension actions taken against supplier:

As of today, Lowe's has not been debarred or suspension against the company.



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A. Describe the full line of products and services offered by supplier:

Lowe's will be providing a price file for the collective list of high spend/volume products purchased by Omnia Partners, Public Sector members. The price file will be offered on www.Lowesforpros.com and each Omnia Partner member will need to setup an account for the price file to be uploaded for their purchasing needs.

Lowe's will also offer a walk-in solution for all other products not listed on the price file to accommodate every item you can purchase at our local Lowe's store. The members will need to scan a bar-coded key fob at the register to obtain a 7% point-of-sale discount to show their purchase is contract compliant.

Omnia Partners, Public Sector	Lowe's Omnia Partners Contract
Purchase Vehicles	- All major credit cards accepted along with Lowe's Accounts Receivable (LAR) - PO's accepted with Tender
Discount	- Walk in and shop in-store with Contract Savings Card (key fob) to receive a 7% discount at point-of-sale - Order on-line utilizing www.Lowesforpros.com. - Set price file - Category discounts up to 20% off - eProcurement customers can purchase from Lowe's utilizing our Lowesforpros catalog. - Set price file - Category discounts up to 20% off
QSP	Lowe's agrees to allow agencies to request purchases over \$1,500 to be submitted into Lowe's Volume Savings Program (QSP) to receive deeper discounts
Delivery	\$20 Delivery with Lowe's Accounts Receivable account (LAR) - Parcel Ship

Lowe's stores stock tens of thousands of unique products and have thousands more available by Special Order – offering everything customers need to build, beautify and enjoy their homes including appliances, tools, hardware, paint and building materials. Lowe's will meet your supply needs.





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Get What you Need, When You Need It

At Lowe's we've learned a lot about business customers since we began in 1946. Our services are designed to help you save time and money and make your agency run smoother.

- Typical Store hours are as follows:
 - Monday – Thursday: 7am – 9pm
 - Friday & Saturday: 7am – 10pm
 - Sunday: 9am – 6pm
- Lowe's will offer a dedicated email support mailbox for Omnia Partners customers at GovernmentSupport@lowes.com.
- A dedicated Omnia Partners Hotline is put in place - Hours 8am – 5pm EST, 1-888-310-7791
- Customer Care Line for Customer Support, closest store location and hours: 1-800-445-6537
- Order on-line and pick up in store, have Lowe's deliver or select parcel shipped to your location

For emergency orders, Lowe's will do everything possible to accommodate the urgency and product needed to take care of the agency needs.

Lowe's has over 1,700 local store locations and 16 distribution centers to assist your purchasing needs. Please see the attached list of Lowe's stores and distribution centers.

Lowe's National Account Managers (3) and Pro Sales Managers (270) are ready and available to assist any Omnia Partner member with their purchasing needs, including connecting them with our Pro Team at each store.

Our National Account Managers provide comprehensive training for our Pro Sales Managers and local stores on the value of the Omnia Partners contract and how to assist Omnia Partner members with their procurement needs.

Lowe's will contact any agency within 24 hours to handle any customer service, invoicing or delivery issues or concerns.

Returns:

We hope you're customer experience is excellent, but if something isn't right, let us know. We want you to be completely satisfied with your purchase from Lowe's.

Some things to know about returning your online purchase:

- If you receive an item you are dissatisfied with, you may return it within 90* days to any Lowe's store or ship it back with the prepaid return shipping label that is included with most shipments. We'll be happy to exchange your item(s) for something new or refund your money, within our current [Returns and Refunds Policy](#) guidelines.
- Please report items that are damaged or missing within three days of delivery.
- Shipping charges are not refundable.



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If you have questions or concerns, please contact a Lowe's customer service representative at 1-800-445-6937 or email us at customercare@lowes.com.

Returns and Refunds Policy:

Lowe's is committed to partnering with you to achieve your procurement goals.

If you're not completely satisfied with your Lowe's purchase, simply return the merchandise to any Lowe's store in the US. Most new, unused merchandise can be refunded or exchanged with proof of purchase within 90 days of the original purchase date. Some exceptions to the standard policy exist. Please see the Policy Exceptions section below.

Returns with valid proof of purchase will be exchanged, refunded in cash, credited to your account or refunded via in-store credit based on the original method of payment unless noted in our Policy Exceptions. Returns made with a gift card or in-store credit will be refunded as in-store credit.

Lost Receipt

In most instances, your receipt can be retrieved by using the original credit card, checking account number, MyLowe's card or by your phone number. For returns without valid receipt, Lowe's, at its discretion, may issue in-store credit for the item's current selling price.

Store Returns

Lowe's requires a valid picture ID (state driver's license, state ID card, or military ID) for returns without a valid receipt. Lowe's uses refund and check verification systems. ID information or phone number may be entered into these systems where authorized by law. All returns are subject to system approvals. Lowe's reserves the right to refuse and limit number of returns permitted without valid receipt.

POLICY EXCEPTIONS

30-Day Returns

The following items must be returned in "like new" condition with the original receipt within 30 days of purchase.

- Major appliances
Refrigerators, washers, dryers, ranges, hoods, dishwashers, some microwaves, etc.
- Outdoor power equipment
Mowers, chain saws, generators, pressure washers, trimmers, blowers, etc.
- Liquid paint
- Highway trailers
Must be returned to a Lowe's store in the original state of purchase with original paperwork including title (if applicable)



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Winter Holiday Items

Returns must be initiated on or before December 26 of the same holiday season.

Products That Use or Are Hazardous Materials or Contain Lithium Batteries

For safety reasons, items that use or contain flammable liquids, gasses or other hazardous materials can't be returned through the mail, even if item has been drained of these materials. Please return such items to your local Lowe's store. Items containing lithium batteries must also be returned to your local Lowe's store.

Gift Cards

Lost or stolen Lowe's Gift Cards can only be replaced for the remaining balance by presenting original receipt. Third party gift cards, including Visa® or MasterCard gift cards, can't be returned or refunded.

Shipping Charges

Original shipping charges incurred on your purchase are not refundable as part of your return or exchange.

Lowe'sForPros.com Returns

Many items purchased on Lowe's.com will include a prepaid merchandise return slip with the order. To return or exchange a product using the prepaid merchandise return slip, please complete the following steps.

1. Place the item into a sturdy shipping package.
2. Include ONLY the items for which the prepaid return slip was provided.
3. Include all manufacturer's original packing materials, manuals and accessories.
4. Detach, complete and include the return slip in your shipment.
5. Place the enclosed shipping label on the package.
6. Give the package to your local parcel carrier or drop it off at any carrier location (store, terminal or drop box).

Note: The original shipping charges incurred in your purchase are not refundable as part of your return.

Note: APO/FPO ship-to addresses are not eligible for no-charge pickup.



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Didn't Receive a Prepaid Return Slip With Your LowesForPros.com Order?

Please visit your local Lowe's to make the return.

- Shipped/delivered items that are being returned to a store are subject to the same terms as listed in the return policy above.
- Shipping/delivery charges incurred as part of your online purchase are **non-refundable** when returning or exchanging items.

Shipping/Delivery Errors, Missing Items, Damage Due to Shipping/Delivery?

If you receive an order that arrives damaged, incomplete or is in need of replacement parts, contact Lowe's Customer Care at 1-800-445-6937 or email customercare@lowes.com within three days of receiving the item to report the error or damage.

Manufacturer Defect Returns

Please call Lowe's Service Advantage hotline toll-free at 1-888-77-LOWES (56937) to set up a factory-certified service appointment in your home or for general assistance. If the repair is covered by the manufacturer's warranty, it will be repaired at no cost to you. For repairs not covered under the manufacturer's warranty, repairs may be offered by the technician at the customer's expense.

When placing orders online or in store, Omnia Partner members can select how they want their orders delivered.

Delivery Options:

At Lowe's, we're dedicated to delivering your purchase as quickly and affordably as possible. We offer a variety of delivery and pickup options, so you can choose the shipping method that works for you.

U.S. Delivery Options

During the checkout process, you'll have the opportunity to choose from a variety of pickup and shipping options. The shipping rate and delivery time will vary based on the method you choose. Delivery options include:

Buy Online, Pick Up In Store

Make your purchase online or through our mobile app, and pick it up in a Lowe's store for free. Simply Choose "Store Pickup" as your shipping option when you place an order on LowesForPros.com or on the mobile app. You'll receive an email confirmation and then a follow-up email once your purchase is ready for pickup at your selected Lowe's store.



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Shipping

Shipping orders are shipped directly to your location. Orders received by noon ET on business days (Monday through Friday, excluding holidays) are packed and shipped the same day. Items ordered after noon ET will ship the following business day. All orders will be processed within 24 hours.

We currently offer 3 shipping options:

- **Standard:** Your order is delivered to your shipping address 1 – 3 business days after processing.
- **2 Business Day:** Your order is delivered to your shipping address 2 business days after it has been processed. For orders placed during the weekend, allow 1 business day for processing and 2 business days for delivery.
- **Next Business Day:** Your order is delivered to your shipping address the next business day after it's been processed. For orders placed during the weekend, allow 1 business day for processing and 1 business day for delivery. Items ordered after noon ET won't ship until the following business day.

Lowe's Delivery Trucks

Lowe's has one of the largest fleets of supply and construction delivery vehicles in the business to provide Omnia Partners members with what they need when they need it. With our extended business hours, our delivery fleet runs 7 days a week except major holidays, to ensure we meet the needs of our valuable business customers. Lowe's also offers next day delivery service for in-stock major appliances, when requested by the entity. Entities that choose to order product that are not in-stock (Special Order) the delivery time frame will be adjusted to accommodate for product arrival. Lowe's will make every effort to deliver Special Order products within the entities time frame, however, the local stores will communicate with the entities to schedule acceptable deliveries.

For additional details on delivery, please visit: [#https://www.lowes.com/cd_Shipping+and+Delivery_378641591_#](https://www.lowes.com/cd_Shipping+and+Delivery_378641591)

Lowe's will not be offering any install services under this contract.



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Training and Support:

The Omnia Partners contract would be managed by the Pro Sales/National Account Managers by Lowe's Home Centers, LLC. All contract compliance, negotiations; order processing, reporting and administrative payments will be handled by corporate personnel at our Mooresville, NC location.

Our Corporate Team, responsible for Pro Sales and Government Sales as well as comprehensive customer and store support, is closely linked to our team in the field and stores to manage the same process. Upon award, a corporate communication through multiple channels would be distributed to all Regional Sales Directors, Market Directors, Field Directors, Pro Sales Managers of Pro Sales and in-store Pro Sales Specialist that would include:

- ✓ Contract terms and conditions
- ✓ Procedure to process incoming orders and execute pre-negotiated pricing for Omnia Partner members
- ✓ A list of all current Omnia Partner members to support proactive marketing of the contract throughout all local markets across the country.
- ✓ Lowe's distribution centers and local stores to ship orders in a timely matter

In addition, Lowe's personnel will be trained to offer the Omnia Partner contract to eligible agencies that are not currently members of Omnia Partners, that may benefit from this type of acquisition vehicle. It is understood that Omnia Partner personnel will be available to Lowe's representatives to help explain the membership process to prospective members.

Lowe's will support Omnia Partner members through multiple avenues to meet their procurement needs. The following outlines Lowe's national support team.

Government Sales Team:

Rochelle Komlosi -- Director of National Accounts
Lisa Minton -- Contract Compliance Manager
Will Craig -- National Account Manager (West)
Michelle Halverson -- National Account Manager (South)
Colleen Weaver -- National Account Manager (North)

Lowe's has over 250 Pro Sales Managers to help service this contract in our local store areas.

<https://www.lowespbm.com/LowesCBC/DCASPortal/AEPLookup.aspx>

Order related issues can be resolved by directly contacting one of our local stores. Typical store hours are as follows:

- Monday – Thursday: 7am – 9pm
- Friday & Saturday: 7am – 10pm
- Sunday: 9am – 6pm
- Lowe's store locations are close on Thanksgiving Day and Christmas Day

As an added value in-store Translation Services

The Lowe's Language Line phone service provides high-quality, live translation of more than 140 languages.



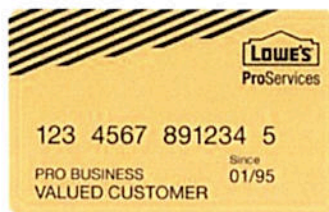
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Lowe's Credit Platforms:

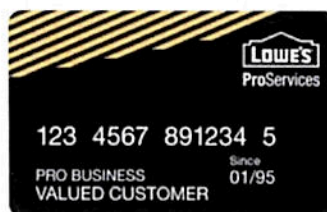
Lowe's is committed to offering Omnia Partners, Public Sector members the easiest, most convenient business credit program anywhere. Our business credit offers easy-to read itemized billing, secure online account management, customized account setup, employee spending control and a dedicated account representative.

1. Lowe's offers 3 types of business credit programs for our Pro business customers: Lowe's Account Receivable (LAR), Lowe's Business Accounts (LBA), and Lowe's Business Rewards Card (LBR) by American Express. These programs are private label credit programs for Lowe's. The terms and conditions are pre-established and will be between the Omnia Partners, Public Sector members who choose to open an account with either Synchrony Bank or American Express. Please visit <https://www.lowesforpros.com/l/business-credit-center.html> to learn more about the credit programs.

Lowe's Business Account



Lowe's Accounts Receivable



Lowe's Business Rewards Card
From American Express



The following are high level exclusive features and benefits of each of the three business credit programs:

1. **Lowe's Accounts Receivable (LAR)**
 - ✓ No Annual Fee
 - ✓ Pay in full each month
 - ✓ Discounted delivery on Lowe's Pro Sales purchases
 - ✓ Manage your account online
 - ✓ Finance charges are not applied to government entities accounts
 - ✓ Please visit <https://www.lowesforpros.com/l/lowes-accounts-receivable.html> to learn more
2. **Lowe's Business Account (LBA)**
 - ✓ No Annual Fee
 - ✓ Low monthly payments
 - ✓ Manage your account online
 - ✓ Please visit <https://www.lowesforpros.com/l/lowes-business-account.html> to learn more
3. **Lowe's Business Rewards Card (LBR)**
 - ✓ No Annual Fee
 - ✓ Earn points for purchases at Lowe's and everywhere American Express is accepted
 - ✓ Manager your account online
 - ✓ Please visit <https://www.lowesforpros.com/l/business-credit-center.html> to learn more



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Lowe's eProcurement

CONNECT WITH LOWE'S TODAY

Whether you have an eProcurement or an Enterprise Resource Planning (ERP) system, our team will partner with you to help achieve your cost reduction and order efficiency goals. We can connect your system to one or more of our integrated solutions, while managing an on-boarding process to help meet your go-live date as well as drive user adoption. Lowe's completes all integrations utilizing the latest technology:



Catalog
cXML, PunchOut



Purchase Orders
cXML, EDI 850, Flat File, Email



Invoices
cXML, 810, CSV, TXT



Communication Methods
Value Added Network (VAN), AS2,
FTP, HTTPS

WHY LOWE'S?



Expanded Online Catalog
Get access to over 500,000 SKUs online.



Purchase History
View order status including past orders.



Custom Catalog
Assign specific products based on unique factors to individual users on PunchOut.



Orders & Fulfillment
Choose from truck delivery, free standard parcel shipping or buy online and pick up in store.



Government & State Contracts
Specific contract details and pricing are always displayed.



Support
A dedicated eProcurement sales team member will assist you every step of the way.

SUPPORTED PLATFORMS

These are just some of Lowe's supported platforms. Contact the eProcurement team to find out if your platform is supported.



To learn more about Lowe's eProcurement solutions, please contact us at eProSupport@lowes.com



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Wilkesboro, NC 28697
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B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas:

Lowe's has over 1,700 stores nationwide to pickup materials, have Lowe's deliver or have parcel shipped.

Each agency will need to register with Omnia Partners at: <https://www.omniapartners.com/publicsector> to become a member and utilize the contract at any Lowe's store in the U.S.

Every Lowe's location will be able to scan the barcoded key fob to receive a 7% discount at point of sale. The agency must order key fobs at: <https://www.lowesforpros.com/l/government-buyer-solutions.html>

Any agency utilizing the catalog price file online, needs to set up an account on www.Lowesforpros.com or if they have an existing account, they will need to email GovernmentSupport@Lowes.com to have the file linked for their purchasing needs. They will also receive the discount structure.

Lowe's eProcurement – The agency will need to email eProSupport@lowes.com to set up their account and link the catalog price file and discount structure.

Lowe's and Omnia Partners, Public Sector will partner together to actively market the awarded contract so all eligible agency will be aware and can take advantage of the contract.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement:

Audit/Compliance:

Lowe's will review catalog pricing every year to assure it is compliant. However, if market conditions or tariff increases, etc., are imposed on Lowe's then Lowe's will review catalog pricing earlier to see if any increases are necessary to the catalog price file. Omnia Partners and Region 4 will be notified of any changes before they will take affect.

If a member is using the walk-in solution, they will not be presenting Lowe's an invoice at time of purchase. They will pick out the items requested and check out at the register and will receive their 7% discount to make their purchase contract compliant.

Each month, Lowe's will submit reporting to Omnia Partners, Public Sector to review the agencies making purchases on the contract.



1605 Curtis Bridge Rd.
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Wilkesboro, NC 28697
Phone: 888-310-7791

How agency will receive contract pricing:

Lowe's offers Omnia Partner members everyday discounts to save your agency time and money. As a participating member of Omnia Partners, Public Sector, our exclusive program offers walk-in and/or on-line procurement solutions.

Dedicated ProServices Sales Specialist and National Account Managers to help you get the right products for every project.

Item number 155670 will show on the invoice when the contract savings card is scanned at time of purchase to show you received the discount per the awarded contract.

Walk-In Benefits:

- Receive a 7% discount at time of purchase on 40,000+ stock products plus special order items at any one of our 1,700+ store locations nationwide when presenting your Lowe's Omnia Partners contract savings card.

On-Line Benefits:

- Receive up to 20% discount when you place your order online through your registered account on www.lowesforpros.com
 - Set price file
 - Category discounts up to 20% off

eProcurement Benefits:

- eProcurement customers can purchase from Lowe's utilizing our Lowesforpros.com catalog.
 - Set price file
 - Category discounts up to 20% off

How To Purchase – Walk-in:

- Lowe's walk-in procurement solution was created as a fast, convenient way for customers to use our Omnia Partners contract. Omnia Partners contract savings cards will need to be ordered and received prior to making purchases at <https://www.lowesforpros.com/l/government-buyer-solutions.html>
- Customers can check out through any cashier attending register in the store. Cashiers – scan the Customer's Government Contract Savings card and receive a 7% discount at time of tender from Lowe's everyday low price.
- The Government Contract Savings card works with any tender type.
- Government Contract Savings card usage is tied to contract compliance and must be scanned with each contract transaction



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Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

• **How To Purchase – eProcurement:**

- Customers will place their order by logging into their www.lowesforpros.com eProcurement account
- Customer will need to email eProSupport@lowes.com to have the price file and category discount linked for their purchasing needs.
- Orders will be fulfilled by the local stores or fulfillment distribution centers
- Customer will choose their delivery options: Pickup in store, Parcel Ship or Lowe's Delivery Truck

• **How To Purchase – On-line:**

- Customers will place their order by logging into their www.lowesforpros.com account
- Customer will need to email GovernmentSupport@Lowes.com to have the price file and category discount linked for their purchasing needs.
- Orders will be fulfilled by the local stores or fulfillment distribution centers
- Customer will choose their delivery options: Pickup in store, Parcel Ship or Lowe's Delivery Truck

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user:

- Lowe's will use their Lowe's delivery teams to deliver the product.
- UPS or FEDEX will be used for parcel shipped items.
- Lowe's logistics partners will use their delivery teams to deliver the product.

E. Provide the number, size and location of Supplier's distribution facilities, warehouse and retail network as applicable:

Lowe's has over 1,700 stores location in the United States to serve our customer needs. Agencies are able to view Lowe's retail stores/storefront locations by visiting the following website:

<https://www.lowes.com/store/>

Lowe's Regional office are located at:

Name	Address	City	State/#	Postal Code	Phone	Fax
REGION 01, RICHMOND, VA	4951 LAKE BROOK DRIVE, SUITE 375	GLEN ALLEN	VA	23060	(804)747-4790	(804)747-1920
REGION 02, CHARLOTTE, NC	1000 LOWE'S BOULEVARD - ITSC 02	MOORESVILLE	NC	28117	(704)758-0355	(704)757-0964
REGION 03, ATLANTA, GA	400 GALLERIA PKWY SUITE 1720	ATLANTA	GA	30339	(770)916-7700	(770)916-7725
REGION 04, INDIANAPOLIS, IN	6620 NETWORK WAY	INDIANAPOLIS	IN	46278	(317)569-1959	(317)569-8482
REGION 05, DALLAS, TX	5700 GRANIT PARWAY II, STE 840	PLANO	TX	75024	(972)963-4100	(972)963-4122
REGION 06, NASHVILLE, TN	310 BILLINGSLEY COURT STE 200	FRANKLIN	TN	37067	(615)771-5339	(615)771-5351
REGION 07, PHILADELPHIA, PA	401 PLYMOUTH ROAD, SUITE 300	PLYMOUTH MEETING	PA	19462	(610)772-9200	(610)772-9226
REGION 08, IRVINE, CA	2603 MAIN STREET SUITE #700	IRVINE	CA	92614	(949)819-9000	(949)819-9025
REGION 12, ST. LOUIS, MO	14755 N. OUTER 40 DR - SUITE 120	CHESTERFIELD	MO	63017	(636)299-9020	(636)299-9030
REGION 14, RENTON, WA	900 SW 16TH STREET, SUITE 300	RENTON	WA	98057	(425)757-5550	(425)757-5551
REGION 15, HOUSTON, TX	1575 SAWDUST ROAD STE 100	THE WOODLANDS	TX	77380	(281)465-4711	(281)465-4906
REGION 18, BOSTON, MA	293 BOSTON POST ROAD SUITE 510	MARLBOROUGH	MA	01752	(508)305-8340	(508)305-4792
REGION 21, PITTSBURGH, PA	2100 GEORGETOWN DR, STE 200	SEWICKLEY	PA	15143	(724)934-6560	(724)934-6585
REGION 24, TORONTO, ON	5160 YONGE ST, STE 200, POB 25	NORTH YORK	ON	M2N 6L9	(416)730-7300	(416)730-7374
REGION 27, TAMPA, FL	17427 BRIDGE HILL CT ST B	TAMPA	FL	33647	(813)392-4070	(813)392-4071
REGION 30, NEW YORK, NY	1301 ROUTE 36	HAZLET	NJ	07730		



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Mail Code: A3ECS
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Regional Distribution Centers (RDC) Network are located at:

Location Number	Name	Address	City	State/Pr	Postal Code	Phone	Fax
955	LOWE'S TEXAS RDC	955 LOWE'S LANE	MOUNT VERNON	TX	75457	(903)537-7500	(903)537-7446
960	LOWE'S NORTH CAROLINA RDC	711 TOMLIN MILL RD.	STATESVILLE	NC	28625	(704)876-8500	(704)876-3151
961	LOWE'S PENNSYLVANIA RDC	1201 KEYSTONE BLVD	MINERSVILLE	PA	17954	(570)544-1600	(570)544-9860
962	LOWE'S VALDOSTA, GA RDC	1550 COMMERCE DRIVE	VALDOSTA	GA	31601	(229)293-1500	(229)242-2873
965	LOWE'S WYOMING RDC	2723 CHRISTENSEN ROAD	CHEYENNE	WY	82007	(307)637-0700	(307)632-9830
966	LOWE'S CALIF. RDC	3984 INDIAN AVENUE	PERRIS	CA	92571	(951)443-2500	(951)940-1981
990	LOWE'S OHIO RDC	12700 COUNTY ROAD 212	FINDLAY	OH	45840	(419)429-5700	(419)420-7367
992	LOWE'S INDIANA RDC	1301 WEST JFK DRIVE	NORTH VERNON	IN	47265	(812)346-9400	(812)346-1985
1419	LOWE'S POINCIANA, FL RDC	2651 HAM BROWN ROAD	KISSIMMEE	FL	34746-3425	(407)452-1000	(407)452-1092
1420	LOWE'S MID-ATLANTIC RDC	620 LOWE'S BLVD	GARYSBURG	NC	27831	(252)519-2400	(252)537-7612
1421	LOWE'S PLAINFIELD, CT RDC	1421 LOWE'S WAY	PLAINFIELD	CT	06374	(860)317-4000	(860)317-4001
1436	LOWE'S LEBANON, OR RDC	1001 REEVES PARKWAY	LEBANON	OR	97355	(541)258-0221	(541)258-0222
1440	LOWE'S ROCKFORD, IL RDC	2801 SOUTH SPRINGFIELD AVENUE	ROCKFORD	IL	61102	(815)721-8260	(815)721-8261
1449	LOWE'S PITTSBURGH, PA RDC	200 CENTER POINT BLVD	PITTSBURGH	PA	15203	(724)781-6100	(724)781-6185
1457	LOWE'S NORTHERN GA RDC	255 PROSPERITY WAY, NE	ADAIRSVILLE	GA	30103	(706)728-9040	(706)728-9064
3311	LOWE'S OF NASHVILLE, TN DFC	2782 YORK ROAD	PLEASANT VIEW	TN	37146	(629)208-1100	(629)000-0000



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Section 3.2 Distribution, Logistics



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A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go-to-market strategy for Public Agencies to supplier's teams nationwide, to include not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- o Lowe's will notify all store leaders, stores associates, field sales teams, executive leadership, and National Account Managers of the awarded contract.
 - o Lowe's and Omnia Partners, Public Sector marketing teams to send out an email blast announcing the awarded contract.

Go To Market Strategy

Print:

- Co-Branded Direct Mail
- Customer Handouts
- Advertisements in Print Publications
- Contract Savings Cards

Web:

- Dedicated Omnia Partners, Public Sector Lowe's web portal
- Summary of Contract Benefits
- Links to Omnia Partners, Public Sector website
- Lowesforpros.com by E-Pro

Networking:

- Customer OnSite Meetings
- Dedicated Customer Support Lines
- Onboarding Support
- Tradeshows – NIGP, NAEP, and regional tradeshows

Lowe's Sales Strategy

Lowe's PSMs

- All PSMs will manage some Omnia Partners, accounts

Government Sales Team

- In collaboration with PSMs and marketing will support Omnia Partners, Public Sector customers
- Lowe's will use marketing team to market to Omnia Partners, Public Sector members to utilize the Lowe's contract.

Lowe's Stores

- Training classes, playbook and videos will be developed to train our stores to facilitate Omnia Partners, Public Sector transactions whether online or in store



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Mail Code: A3ECS
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Phone: 888-310-7791

- ii. **Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with OMNIA Partners, Public Sector team within first 90 days.**
 - o Lowe's will manage the contract by utilizing the Pro Sales/National Account Managers.
 - o All contract compliance, negotiation; order processing, reporting and administrative payments will be handled by corporate personnel out of the Mooresville, NC location.
 - o Upon award, a corporate communication through multiple channels would be distributed to all field team associates that would include:
 - o Contract terms and conditions
 - o Procedure to process incoming orders and execute pre-negotiated pricing for OMNIA Partners, Public Sector members pricing files.
 - o A list of all current OMNIA Partners, Public Sector members to support proactive marketing of the contract throughout all local markets across the country.
 - o Lowe's associates will be advised to offer OMNIA Partners, Public Sector contract to eligible state and local government agencies that are not currently members.
 - o OMNIA Partners, Public Sector representatives will be available for Lowe's associates to help explain the membership process to prospective members.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but to limited to:

- **Creation and distribution of a co-branded press release to trade publications**
 - o Yes
- **Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days**
 - o Yes, Lowe's should have this done within the first 30 days
- **Design, publication and distribution of co-branded marketing materials within 90 days**
 - o Yes, Lowe's will update our marketing flyers and collateral
- **Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional, (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.**
 - o Yes, Lowe's will be attending NIGP, NAEP and regional shows
 - o Lowe's will be meeting the Omnia marketing and Partner Development Director bi-weekly
- **Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector**
 - o Yes, Lowe's will attending the NIGP Annual Forum
- **Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**
 - o Yes, Lowe's will work with OMNIA marketing team on publications



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Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - Yes
- Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:
 - Omnia Partners, Public Sector standard logo;
 - Copy of Request of Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Product and pricing;
 - Marketing Materials;
 - Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners, Public Sector
 - The Omnia Partners logo
 - Marketing Materials
 - Summary of Product and Pricing
 - Dedicated toll-free number and email address
 - 1-888-310-7791 www.GovernmentSupport@Lowes.com
 - Link to register on the OMNIA Partners, Public Sector website to become a member
 - Link for agency to review the RFP and Master Agreement to review on the OMNIA website

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

- Lowe's will "grandfather" any agencies using the existing contract (National IPA/Region 4) to the newly awarded contract with OMNIA Partners. The contract savings card will not expire, instead we would change the expiration date to the expiration date of the awarded contract.
- Lowe's holds two other cooperative contracts: NASPO Valuepoint and E&I Cooperative Services
 - Lowe's will offer the OMNIA Partners, Public Sector as our lead cooperative contract to state and local agencies.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

- Lowe's proprietary, indicia, trademarks, service marks, or trade names (collectively "Marks") are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks, Resource Centers will enter into a separate Licensing Agreement with LF, LLC.
- Lowe's will complete any such agreement to use the OMNIA Partners, Public Sector logo and will only be used after their marketing team has reviewed.



1605 Curtis Bridge Rd.
Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

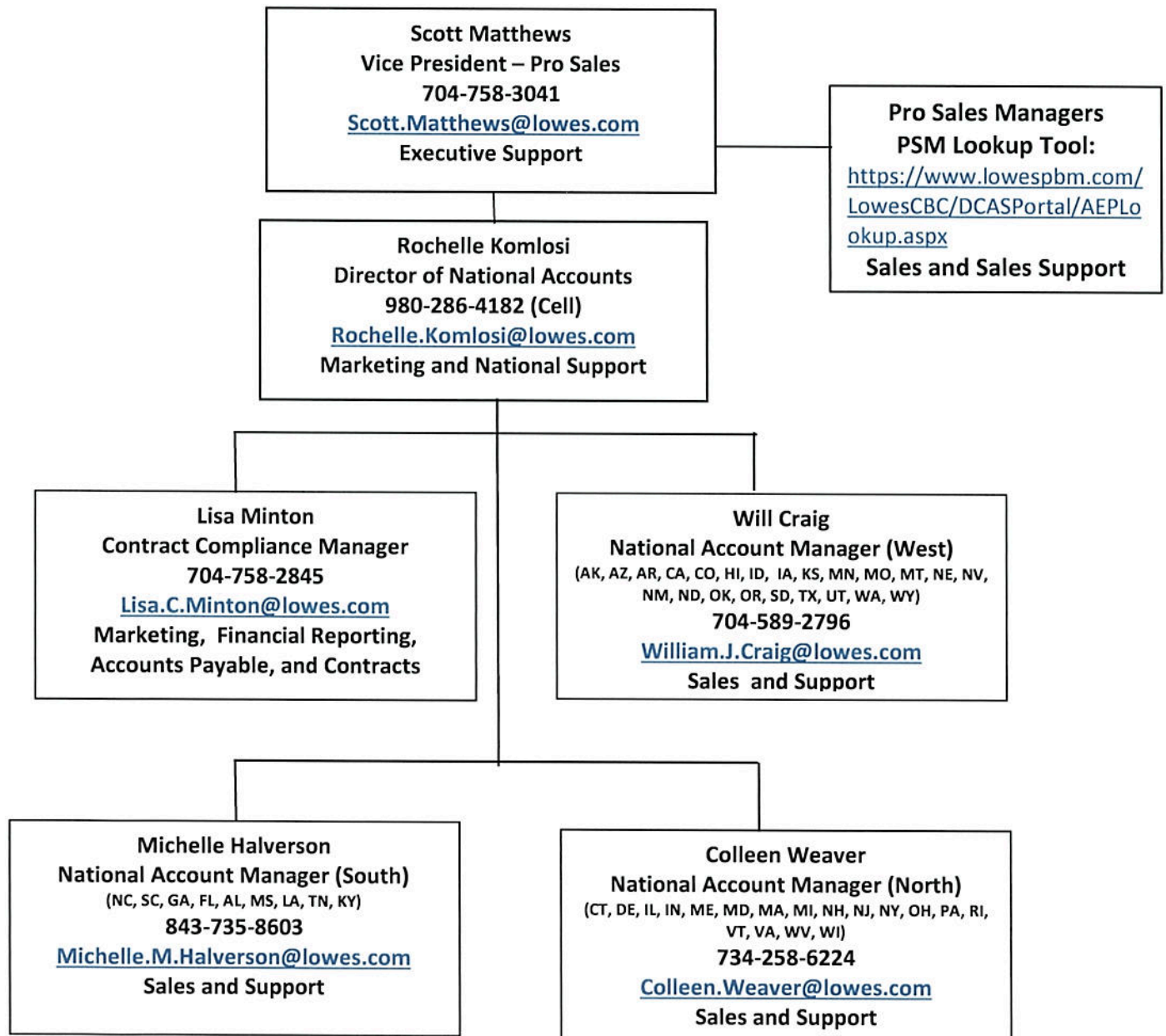
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales Materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
 - Lowe's will follow up within 24 hours of any leads from OMNIA Partners, Public Sector, hotline or email.
 - OMNIA Partners, Public Sector logo will be used on all marketing materials
 - Lowe's will incorporate the above into our marketing materials.
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- Key features of Master Agreement
 - Working knowledge of the solicitation process
 - Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
 - Knowledge of benefits of the use of cooperative contracts.
 - Lowe's will train all National Account Managers on the awarded contract as outlined above
 - The National Account Managers will provide comprehensive and ongoing training to the Pro Sales Managers in the field
 - The Pro Sales Managers will assist the National Account Managers in ongoing training of our Lowe's store associates



1605 Curtis Bridge Rd.
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G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts





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- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team:
- Please refer to the organization chart in section G above.
- I. Explain in detail how the sales teams will work with OMNIA Partners, Public Sector team to implement, grow and service the national program:
- The National Accounts Director and National Account Managers will work closely with the OMNIA Partner, Public Sector Regional Managers to partner in promoting the awarded contract.
 - Schedule joint sales calls with key prospects when possible.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.:
- Lowe's National Account Director and the Compliance Manager will work closely with the Partner Development Director and Marketing team to market the awarded contract.
 - Participating Public Agency account set-up will be managed as we receive the request within 3 days
 - The Compliance Manager will manage all contract administration requirements per the Master Agreement.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions:
- Lowe's on-line Lowesforpros.com and eProcurement platforms will accept any payment tender such as: P-Cards and Lowe's Accounts Receivable (LAR)
- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial years of the Master Agreement ("Guaranteed Contract Sales").
- \$ _____
 - \$ _____
 - \$ _____

To the extent Supplier guarantees minimum Contract Sales, the administrative fee shall be calculated based on the greater of the actual Contract Sales and Guaranteed Contract Sales.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement:
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).



1605 Curtis Bridge Rd.
Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

- iv. **If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**
 - Lowe's will always respond with Master Agreement pricing; however, if any other pricing is used, all sales will be reported as contract sales to OMNIA Partners, Public Sector each month.

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Lowe's Home Centers, LLC

Street: 1000 Lowe's Blvd

City, State, Zip Code: Mooresville, NC 28115

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Scott Matthews, an authorized representative of Lowe's Companies, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
------	---------	----------

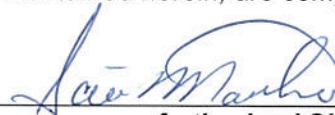
None

Lowe's Home Centers, LLC is a fully owned subsidiary of Lowe's Companies, Inc. ("Lowe's"), a publicly traded company. Lowe's discloses the beneficial ownership of its common stock in its annual Definitive Proxy Statement (Schedule 14A), the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at <http://www.sec.gov/edgar.shtml>.

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

December 2, 2019

Date



Authorized Signature and Title

Scott Matthews - VP Pro Sales

NON-COLLUSION AFFIDAVIT

Company Name: Lowe's Home Center's, LLCStreet: 1000 Lowe's BlvdCity, State, Zip Code: Mooresville, NC 28115State of North CarolinaCounty of IredellI, Scott Matthews of
the Mooresville
Name Cityin the County of Iredell, State of North Carolina

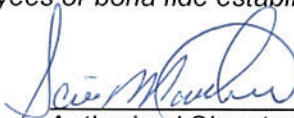
of full age, being duly sworn according to law on my oath depose and say that:

I am the VP Pro Sales of the firm of Lowe's Home Centers, LLC
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Lowe's Home Centers, LLC
Company Name


VP Pro Sales
Authorized Signature & Title

Subscribed and sworn before me

this 2 day of December, 2019

Notary Public of North Carolina
My commission expires July 9, 2020


**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Lowe's Home Center's LLC
Street: 1000 Lowe's Blvd
City, State, Zip Code: Mooreville, NC 28115

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

X 2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed X

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

December 2, 2019

Date



Authorized Signature and Title

Scott Matthews, VP Pro Sales



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

Certification 29082

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUL-2019** to **15-JUL-2022**

LOWE'S HOME CENTERS, LLC
1000 LOWES BLVD. A3ECS
MOORESVILLE NC 28117



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

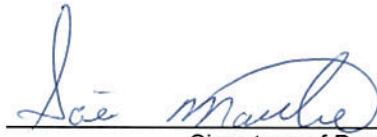
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in blue ink, appearing to read "Scott Matthews", is written over a horizontal line.

Signature of Procurement Agent

Scott Matthews

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Lowe's Home Centers, LLC		
Address:	1000 Lowe's Blvd		
City:	Mooresville	State:	NC Zip: 28115

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

[illegible]

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-
BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Lowe's Home Centers, LLC

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

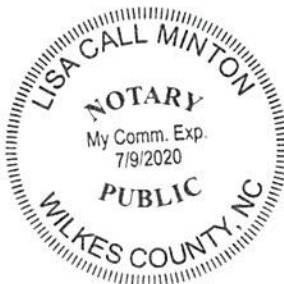
☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders: *See attached language

Name: <u>Lowe's Companies Inc</u>	Name:
Home Address: <u>1000 Lowe's Blvd</u> <u>Mooreville NC 28117</u>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>2</u> day of <u>December</u> , 20 <u>19</u>	<u>Scott Matthews</u> (Affiant)
(Notary Public) <u>Lisa Call Minton</u>	Scott Matthews VP Pro Sales (Print name & title of affiant)
My Commission expires: <u>7-19-2020</u>	(Corporate Seal)

Requirements for National Cooperative Contract
Page 68



1605 Curtis Bridge Rd.
Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

Stockholder Disclosure Certification

Lowe's Home Centers, LLC is a fully owned subsidiary of Lowe's Companies, Inc. ("Lowe's"), a publicly traded company. Lowe's discloses the beneficial ownership of its common stock in its annual Definitive Proxy Statement (Schedule 14A), the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at <http://www.sec.gov/edgar.shtml>.

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LOWE'S HOME CENTERS, LLC
Trade Name:
Address: 1000 LOWES BLVD
MOORESVILLE, NC 28117-8520
Certificate Number: 1851711
Effective Date: February 10, 2014
Date of Issuance: November 19, 2019

For Office Use Only:
20191119173106133

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Offeror: Lowe's Home Centers, LLC

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

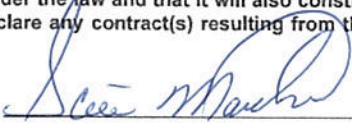
EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Scott Matthews

Signature: 

Title: VP Pro Sales

Date: December 2, 2019

EXHIBIT H

ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT

BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT

GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT

CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT

SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR

JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT

COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA

BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR

CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR

CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR

FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR

HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPPNER R.F.P.D., OR
 HEPPNER WATER CONTROL DISTRICT, OR
 HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR
 IDAHO POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION DISTRICT, OR
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3, OR
 JACKSON COUNTY FIRE DISTRICT #4, OR
 JACKSON COUNTY FIRE DISTRICT #5, OR
 JACKSON COUNTY LIBRARY DISTRICT, OR
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1, OR
 JEFFERSON COUNTY LIBRARY DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION DISTRICT, OR
 JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR
 JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
 JORDAN VALLEY CEMETERY DISTRICT, OR
 JORDAN VALLEY IRRIGATION DISTRICT, OR
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR

JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFORCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR

LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR

MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR

NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D., OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR

PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR

REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR

SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR

SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR

UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR

WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WYEAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J

LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT

BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT

OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY

GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY
 SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT COALITION
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
 OREGON DEPT OF TRANSPORTATION

OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH



October 27, 2023

Mr. Scott Matthews
scott.matthews@lowes.com
VP Pro Sales
Lowe's Home Centers, LLC
1000 Lowe's Blvd
Mooresville, NC 28117

Re: Renewal Award of Contract #R192006

Dear Mr. Matthews:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 24, 2023, Region 4 ESC is pleased to announce that Lowe's Home Centers, LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on December 9, 2019, and subsequent performance thereafter:

Contract

Maintenance, Repair and Operations (MRO) Supplies & Related Services

The contract will expire on March 31, 2025, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Melissa Williams, at (810) 666-0972 or melissa.williams@omniapartners.com.

The partnership between Lowe's Home Centers, LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

AB11C26E709E4C4...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The Public Works Department is requesting Council approval to enter into a Piggyback Agreement with Martin-Robbins Fence Company

DATE: November 28, 2023

SUBJECT: The Public Works Department is requesting Council approval to enter into a Piggyback Agreement with Martin-Robbins Fence Company

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
EXECUTED BL117-22 ITB	Cover Memo	11/22/2023



Gwinnett

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935
O: 770.822.8720 | F: 770.822.8735
GwinnettCounty.com

January 17, 2023

Martin-Robbins Fence Company
Attn: Tommy Martin
2025 Westside Court
Snellville, GA 30078
tommy@martinrobbins.com

RE: NOTICE OF AWARD – BL117-22, Purchase and Installation of Guardrail and Fencing on an Annual Contract; GCID#20230035

Dear Mr. Martin:

The Board of Commissioners at its Tuesday, January 17, 2023 meeting approved your company as the successful supplier for BL117-22, Purchase and Installation of Guardrail and Fencing on an Annual Contract in the base bid amount of \$330,000.00. Please note the enclosed tabulation.

The contract dates will be February 16, 2023 through February 15, 2024. Please reference the above bid number on all invoices and correspondence regarding this award.

Sincerely,

Lindsey Gravitt
Purchasing Associate II

LG/km

Enclosure

c: Adrienne Freeman, Department of Transportation
Rosiland Knight, Department of Transportation
Contracts
File

BL117-22

Purchase and Installation of Guardrail and Fencing on an Annual Contract
Department of Transportation

				Gracie Gray Contractors, Inc. (OC)		Martin-Robbins Fence Company (L)		Stembridge Custom Metals, Inc. (OC)	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SECTION A - Purchase and Installation of Guardrail									
1	"W" Beam Guardrail, Hardware & Post Included	5,000	LF	\$45.00	\$225,000.00	\$43.50	\$217,500.00	\$48.00	\$240,000.00
2	"T" Beam Guardrail, Hardware & Post Included	150	LF	\$80.00	\$12,000.00	\$95.00	\$14,250.00	\$125.00	\$18,750.00
3	Guardrail Anchorage Type 1, All Hardware Included	40	Ea	\$2,750.00	\$110,000.00	\$1,500.00	\$60,000.00	\$3,000.00	\$120,000.00
4	Guardrail Anchorage Type 12, All Hardware Included	40	Ea	\$4,750.00	\$190,000.00	\$4,980.00	\$199,200.00	\$5,911.00	\$236,440.00
5	Guardrail Anchorage Max-Tension Median TL-3 System, All Hardware Included	10	Ea	\$9,200.00	\$92,000.00	\$13,950.00	\$139,500.00	\$3,040.50	\$30,405.00
6	Guardrail Connection at Bridge End, All Hardware Included	10	EA	\$2,750.00	\$27,500.00	\$430.00	\$4,300.00	\$1,750.00	\$17,500.00
7	Removal of Guardrail	2000	LF	\$7.50	\$15,000.00	\$9.00	\$18,000.00	\$5.00	\$10,000.00
Sub-Total Section A				\$671,500.00		\$652,750.00		\$673,095.00	
SECTION B – Guardrail Installation (County Provides Guardrail Hardware and Posts)									
1	"W" Beam Guardrail	1,500	LF	\$30.00	\$45,000.00	\$19.00	\$28,500.00	\$12.00	\$18,000.00
2	"T" Beam Guardrail	100	LF	\$40.00	\$4,000.00	\$34.00	\$3,400.00	\$31.25	\$3,125.00
3	Shoulder Construction	2,500	Cu.Yd.	\$105.00	\$262,500.00	N/B	N/B	\$50.00	\$125,000.00
Sub-Total Section B				\$311,500.00		\$31,900.00		\$146,125.00	
SECTION C – Purchase and Installation of Fence									
1	4 Foot Chain Link Fence	300	FT	\$35.00	\$10,500.00	\$24.00	\$7,200.00	\$30.00	\$9,000.00
2	6 Foot Chain Link Fence	300	FT	\$65.00	\$19,500.00	\$30.00	\$9,000.00	\$32.00	\$9,600.00
3	8 Foot Chain Link Fence	300	FT	\$80.00	\$24,000.00	\$38.00	\$11,400.00	\$35.00	\$10,500.00
4	4 Foot Woven Wire Fence	300	LF	\$28.00	\$8,400.00	\$20.00	\$6,000.00	\$30.00	\$9,000.00
5	Removal of Fence	300	LF	\$5.00	\$1,500.00	\$10.00	\$3,000.00	\$10.00	\$3,000.00
Sub-Total Section C				\$63,900.00		\$36,600.00		\$41,100.00	
SECTION D – Purchase and Installation of Handrail									
1	ADA Compliant Handrail	300	FT	\$65.00	\$19,500.00	\$55.00	\$16,500.00	\$65.00	\$19,500.00
2	Remove and Replace ADA Compliant Handrail	300	FT	\$80.00	\$24,000.00	\$65.00	\$19,500.00	\$69.00	\$20,700.00
Sub-Total Section D				\$43,500.00		\$36,000.00		\$40,200.00	
SECTION E – Additional Work									
1	Foreman	50	HR	\$38.00	\$1,900.00	\$51.00	\$2,550.00	\$27.00	\$1,350.00
2	Laborer	100	HR	\$22.00	\$2,200.00	\$26.00	\$2,600.00	\$21.00	\$2,100.00
3	Truck Driver	100	HR	\$28.00	\$2,800.00	\$33.00	\$3,300.00	\$27.00	\$2,700.00
4	Operator	100	HR	\$28.00	\$2,800.00	\$37.00	\$3,700.00	\$27.00	\$2,700.00
Sub-Total Section E				\$9,700.00		\$12,150.00		\$8,850.00	
Section A - E Total				\$1,100,100.00		\$769,400.00		\$909,370.00	
Extra materials (not covered under a bid unit price) to be paid at actual cost plus markup not to exceed 10%				5%		10%		10%	
Will Vendor Hold Pricing Firm? Renewal Option One				Yes		5% Decrease - 7% Increase		Yes	
Will Vendor Hold Pricing Firm? Renewal Option Two				10% Increase		5% Decrease - 7% Increase		Yes	
Will Vendor Hold Pricing Firm? Renewal Option Three				20% Increase		5% Decrease - 7% Increase		Yes	

Recommended Vendor:

Martin-Robbins Fence Company
Attn: Tommy Martin
2025 Westside Court
Snellville, GA 30078
Phone: 770-972-8141
tommy@martinrobbins.com



October 12, 2022

**INVITATION TO BID
BL117-22**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Purchase and Installation of Guardrail and Fencing on an Annual Contract** with three (3) renewal options for the Department of Transportation.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on November 08, 2022** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding bids should be directed to Lindsey Gravitt Purchasing Associate II, at lindsey.gravitt@gwinnettcounty.com or by fax at 770-822-8735, no later than **3:00 P.M., October 26, 2022**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Successful contractor will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the contractor submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a bid will be notified via email. We look forward to your bid and appreciate your interest in Gwinnett County.

Lindsey Gravitt
Purchasing Associate II

The following pages should be returned in duplicate as your bid:

- Bid Schedule, Pages 8-10**
- References, Page 11**
- Contractor Affidavit & Agreement, Page 12**
- Ethics Affidavit, Page 13**

BIDDERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS PRIOR TO SUBMITTING THEIR BID.

A. QUALIFICATIONS

1. Bids will be considered only from experienced and well equipped Contractors engaged in work of this type and magnitude.
2. Bidders may be required to submit evidence setting forth qualifications, which entitle bidder consideration as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the County may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.

B. COMMUNICATION WITH GWINNETT COUNTY REPRESENTATIVES

Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

C. RIGHTS RESERVED

1. Gwinnett County reserves the right to reject any or all bids, to waive informalities and to re-advertise. It is understood that all bids are made subject to this agreement, that Gwinnett County reserves the right to decide which bid it deems lowest and best, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.
2. Bidders are advised to examine the Plans and Specifications (for each project throughout the contract period) carefully and to make examinations of the Site of the proposed Work as necessary to familiarize themselves with local conditions which may affect the proposed work. Bidders are also advised to inform themselves fully in regard to conditions under which the Work will be performed. Gwinnett County will not be responsible for Bidder's errors or misjudgment, nor for any information on local conditions or general laws and regulations.
3. Any unauthorized additions, conditions, limitations, or provisions attached to the Bid may cause the bid to be deemed non-responsive and may be cause for rejection. Gwinnett County reserves the right to waive informalities.
4. Gwinnett County reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to Gwinnett County, Georgia.

D. AWARD OF CONTRACT

The contract, if awarded, will be awarded to the lowest responsive and responsible Bidder.

E. TIME

1. Time is of the essence in this project. The successful bidder will be required to commence Work within ten (10) calendar days from award, or within ten (10) days of each site authorization letter, and must carry on with the utmost diligence in order to complete the Work at the earliest possible date.
2. The initial contract period for this contract shall be **February 16, 2023 through February 15, 2024 or upon award by the Board of Commissioners** with the option to renew for three (3) additional one-year periods.

F. LOCATION AND SITE

1. The Sites of the proposed Work are at the various locations within Gwinnett County, Georgia. Sites will be added to this contract by request of Gwinnett County.
2. When given a listing of sites to complete, the Contractor is advised to visit the site and address any obstructions that may exist on the sites which would delay installation of guardrail. Sites will be marked by Gwinnett County for starting and stopping points.

3. Information obtained from an officer, agent, or employee of Gwinnett County or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the Contract. The Contractor is responsible for inspecting all sites prior to construction. The failure of the contractor to familiarize himself shall in no way relieve him from any obligation in respect to this contract.
4. The Contractor shall inspect all easements and rights-of-way to ensure that Gwinnett County has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract Document. The Contractor shall comply with all stipulations contained in easements acquired by the County. The Contractor shall not be entitled to damages for the failure of the County to obtain rights-of-way. The Contractor is responsible for the location of above and below ground utilities and structures, which may be affected by the Work.

G. ADDITIONAL WORK

Description: Any additional work performed by the Contractor that is not included under one of the bid unit prices in this contract will be paid for as an "extra" providing the work has been authorized in writing by the Engineer.

Payment: Such "extra" work shall be subject to payment as follows:

- I. Labor – Shall be paid for at the bid unit prices for extra work, according to each worker's position and will be paid to the nearest ¼ hour. Unless overtime work is specifically requested, and agree to in writing by the Engineer in advance, all extra labor work shall be paid at the bid regular hour rate. The bid cost shall include all items of labor, including, but not limited to: public liability and workmen compensation insurance, social security, and old age and unemployment insurance.
- II. Materials – Any extra materials not covered under a bid unit price elsewhere in the contract shall be paid at the actual cost of the materials, as verified by the Contractor's receipt of purchase, plus markup not to exceed ten percent (10%) for overhead and profit. Materials which are covered under a bid unit cost in the contract will be paid for at those bid prices.
- III. Equipment (not normally required) - Charges for power tools and equipment shall not exceed the charges listed in the latest edition of "The Rental Rate Blue Book for Construction Equipment" as distributed by Primedia Information, Inc., (800-669-3282).
- IV. The Contractor shall give the Engineer access to all accounts, bills, payrolls, and vouchers relating to any extra work. In addition, no claim for compensation for such extra work will be paid unless a written invoice fully itemized as to labor, materials, equipment, and other allowable costs, is presented to the Engineer within 45 days of the time the extra work was performed.

H. GUARDRAIL PROVIDED BY GWINNETT COUNTY:

On projects where the County will provide the guardrail and posts (reference Bid Schedule, Section B, Items 1 & 2), the material shall be located at the County's District 5 Maintenance Facility, 4114 Arcadia Industrial Circle, Lilburn, Ga. Contractor will be expected to pick up the materials at this location. Compensation for the pickup of these materials, and delivery to the job site, shall be made on an hourly basis per the specifications for "Additional work." All other work and materials involved in installing County provided guardrail and posts shall be included in the bid unit price per linear foot of installation, and no additional compensation will be made.

I. SHOULDER CONSTRUCTION:

1. In general, the Shoulder Construction work described herein shall be performed by the Contractor at locations, directed by the Engineer, where the existing shoulder grade and width are not adequate for guardrail installation. This work shall consist of preparation, construction, grading, seeding and mulching grass shoulders in conjunction with the guardrail installation. Unless otherwise specified, all work shall be in accordance with the Georgia Department of Transportation Standard Specifications.
2. The required procedures for Shoulder Construction shall be as follows:
 - I. Prior to installation of the guardrail, the Constructor shall place "Select Material-Class I or II in

sufficient quantity to meet the lines and grades specified herein. Contractor will be required to provide this material, from off-site, and haul it to the job site, with all associated costs included in the bid unit price for "Shoulder Construction."

- II. The material shall then be thoroughly incorporated in to the existing shoulder and slope, to a depth of a least 6", and then mixed until the materials are uniform and homogenous throughout. Any material containing roots, sticks, brush, stones greater than 2" diameter or other material which could interfere with mixing, planting and maintaining will be considered unsuitable; and must be removed by the contractor.
- III. Contractor shall use the material to construct a shoulder that is flush with the level of the existing edge of pavement, or top of curb, whichever is applicable. Width of shoulder to be constructed will be as directed by the Engineer, and will vary, depending on field conditions and type of guardrail used, but is expected to be 10 feet wide or less. Material shall be tapered down from the edge of shoulder to existing ground line at a slope no steeper than 2:1.
- IV. Contractor shall then roll the constructed shoulders and slope using approved equipment, with an effort to provide stabilization while allowing penetration and growth of the seeding.
- V. Following the guardrail installation, the constructed areas shall be hydroseeded, fertilized and mulched, in accordance with Section 700 of the Georgia Department of Transportation Standard Specifications and maintained by the Contractor until sufficient permanent growth cover is established, including regarding and reseeding, if necessary, at no additional cost to Gwinnett County. In areas subject to high volumes of water runoff, the contractor will, when directed by the Engineer, install silt fence, and/or erosion control netting to help establish vegetation. Cost of this material and its installation shall be incidental to shoulder reconstruction, with no additional compensation paid. NOTE: If the timing of the shoulder reconstruction and seeding operation is such that it is not the proper season to plant permanent grass, the Contractor shall plant temporary annual rye grass to obtain stability. The affected area must then be sown with permanent material, as required, as soon as possible during the next growing season at no additional cost to Gwinnett County.
- VI. The above work will be paid for as "Shoulder Construction-Cubic Yard", based on cubic yards of material actually hauled into the job site. Bid unit price shall include, but not be limited to: All labor, materials and equipment for hauling, grading, placing and rolling the material: seeding, fertilizing and mulching, and all associated traffic control work.
- VII. Gwinnett County reserves the right to construct any shoulders in-house as deemed practicable.

J. BIDDER'S NOTICE

Bidders are hereby notified and agree by submission of their bid, that should, after award of the Contract, additional items not listed in the Bid become necessary and require unit prices not established by the Bid, that the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Bid. These additional items will be added to contract by approval of executed Change Order form.

K. COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

The Work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto until the job is completed and accepted by Gwinnett County.

L. GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Roads and Bridges, 1993 Edition, and any supplemental specifications modifying them except as noted below and in the special provisions.

Modifications of Standard Specifications

Section 101	<u>Definition and Terms</u>
Section 101.14 COMMISSIONER	Delete in its entirety.
Section 101.22 DEPARTMENT	Delete as written and substitute the following: THE GWINNETT COUNTY BOARD OF COMMISSIONERS
Section 101.24 ENGINEER	Delete as written and substitute the following: THE GWINNETT COUNTY DIRECTOR OF TRANSPORTATION ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVE.
Section 101.26 EXTENSION AGREEMENT	Delete in its entirety.
Section 101.28 FORCE ACCOUNT	Delete in its entirety.
Section 101.40 NOTICE TO CONTRACT	Retain as written except notice to contractors and substitute the following: ALL WORK TO BE PERFORMED UNDER THE CONTRACT.
Section 150 – TRAFFIC CONTROL	Delete Section 150 and substitute the following: The Contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices and shall include all flagging and other means for guidance and protection of traffic through the work zone in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

SPECIAL PROVISIONS

Materials/Installation

All materials furnished and/or installed by the Contractor shall be furnished only from Georgia Department of Transportation certified sources or Gwinnett County Department of Transportation and shall be within the limits, tolerances, formulae, etc., as established by the Georgia Department of Transportation.

Materials and installation shall be per Georgia Department of Transportation specifications 643, 894 and detail 903IN. The quantities listed are only approximate. Actual usage will depend upon demand. Installation shall be per Georgia Department of Transportation specifications or by the direction of engineer.

Inspection

Gwinnett County does not commit to have full time inspection or testing of the work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the Contractor of his responsibility and liability to provide quality workmanship in accordance with the Specifications.

Records

The Contractor is required to maintain and make available to County auditors, complete records of the work covered, for the life of the Contract and for three years thereafter.

Terms

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with Gwinnett County to provide the necessary machinery, tools, apparatus, and other means of construction, and all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

Annual Contract for Guardrail Installation

The Bidder has carefully examined and fully understands the Contract, Plans, Specifications, Instructions to Bidders, and other Documents hereto attached, and has made a personal examination of the Sites of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposed and agrees that if his bid is accepted, he will contract with Gwinnett County in full conformance with the Contract Document.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard Specification, Construction of Roads and Bridges, 1993 Edition, and any supplemental specifications modifying them except as noted below and in the special provisions. All traffic control will be supplied by the contractor and will conform to the manual on Uniform Traffic Control Devices. All materials used in the process of completion of the work included in the contract will be furnished from Georgia Department of Transportation certified suppliers only.

The quantities are approximate and may be increased or decreased as to any and all units as necessary to complete the construction of said Project without entitling the Contractor to any claim for extra compensation because of any injury, damage, or delay he may sustain on account of such increase or decrease. The Contractor shall be entitled to compensation on the foregoing unit prices only on the qualities of materials actually furnished and work actually done as determined and approved in writing by the Engineer through an inspection of the work completed.

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. It is the intent of this Bid to include all items of construction and all Work required and called for in the Specifications.

In accordance with the foregoing, the Contractor proposes to furnish and construct the items listed in the attached Bid Schedule for the unit prices stated. The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Document but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

Annual Contract for Handrail Installation-Price per Linear Foot Only

1. Install ADA compliant handrail – 2" steel tubing. Handrail must be primed and painted red. Post must be concreted in ground 18" except where a 4 bolt plated bottom is required around concrete or asphalt structures. Bolts shall have epoxy
2. Removing and replacing ADA handrail – Specs are same as above.

Failure to return this page as part of the Bid document may result in rejection of Bid.
BID SCHEDULE

Delivery will be F.O.B. Destination to: Various locations throughout Gwinnett County.

ITEM #	APPROX. ANNUAL QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
SECTION A – Purchase and Installation of Guardrail					
1.	5,000	LF	"W" Beam Guardrail, Hardware & Post Included	\$ 43.50	\$217,500.00
2.	150	LF	"T" Beam Guardrail, Hardware & Post Included	\$95.00	\$ 14,250.00
3.	40	Ea	Guardrail Anchorage Type 1, All Hardware Included	\$1,500.00	\$60,000.00
4.	40	Ea	Guardrail Anchorage Type 12, All Hardware Included	\$4,980.00	\$199,200.00
5.	10	Ea	Guardrail Anchorage Max-Tension Median TL-3 System, all Hardware Included	\$13,950.00	\$139,500.00
6.	10	EA	Guardrail Connection at Bridge End, to include all hardware	\$430.00	\$4,300.00
7.	2000	LF	Removal of Guardrail	\$9.00	\$18,000.00
Section A Total				\$ 652,750.00	
SECTION B – Guardrail Installation (if County Provides Guardrail Hardware and Posts)					
1.	1,500	LF	"W" Beam Guardrail	\$19.00	\$28,500.00
2.	100	LF	"T" Beam Guardrail	\$34.00	\$3,400.00
3.	2,500	Cu.Yd.	Shoulder Construction	\$ NO BID	\$
Section B Total				\$31,900.00	
SECTION C – Purchase and Installation of Fence					
1.	300	FT	4 Foot Chain Link Fence	\$24.00	\$7,200.00
2.	300	FT	6 Foot Chain Link Fence	\$30.00	\$9,000.00
3.	300	FT	8 Foot Chain Link Fence	\$38.00	\$11,400.00
4.	300	LF	4 Foot Woven Wire Fence	\$20.00	\$6,000.00
5.	300	LF	Removal of Fence	\$10.00	\$3,000.00
Section C Total				\$36,600.00	
SECTION D – Purchase and Installation of Handrail					
1.	300	FT	ADA Compliant Handrail	\$55.00	\$16,500.00
2.	300	FT	Remove and Replace ADA Compliant Handrail	\$65.00	\$19,500.00
Section D Total				\$36,000.00	

Company Name Martin-Robbins Fence Company

Failure to return this page as part of the Bid document may result in rejection of Bid.
BID SCHEDULE

ITEM #	APPROX. ANNUAL QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
SECTION E – Additional Work					
1.	50	HR	Foreman	\$51.00	\$2,550.00
2.	100	HR	Laborer	\$26.00	\$2,600.00
3.	100	HR	Truck Driver	\$33.00	\$3,300.00
4.	100	HR	Operator	\$37.00	\$3,700.00
Section D Total				\$12,150.00	
Sections A, B, C, D, E Total				\$769,400.00	

OPTIONAL

Extra materials(not covered under a bid unit price) to be paid at actual cost plus markup not to exceed 10%	Percent of Markup: <u>10</u> %
---	--------------------------------

NOTE: Equipment (not normally required) will be provided at a cost not to exceed the rates listed in latest edition of "The Rental Rate Blue Book for Cost Recovery" by EquipmentWatch by Randall Reilly.

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin February 16, 2023 or upon award.

Unless otherwise noted, quoted prices will remain firm for three (3) additional one-year renewal options. If a percentage increase or decrease will be a part of the renewal options for this bid, please note this in the space provided below together with an explanation.

Renewal Option 1: 0-7 % Increase 0-5 % Decrease

Explanation: Increase or Decrease will be based on Material, Labor, Fuel & Traffic Control Cost

Renewal Option 2: 0-7 % Increase 0-5 % Decrease

Explanation: Same As Above

Renewal Option 3: 0-7 % Increase 0-5 % Decrease

Explanation: Same As Above

Company Name Martin-Robbins Fence Company

Failure to return this page as part of the Bid document may result in rejection of Bid.

BID SCHEDULE

Termination for Cause: The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

Certification of Non-Collusion in Bid Preparation

Signature

Date

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the bid schedule.

Legal Business Name Martin-Robbins Fence Company

(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Federal Tax ID 58-0642631

Address 2025 Westside Ct. Snellville, GA 30078

Does your company currently have a location within Gwinnett County? Yes ☒ No ☐

Representative Signature

Printed Name Tommy Martin

Telephone Number 770-972-8141

Fax Number 770-985-6838

E-mail address tommy@martinrobbins.com

REFERENCES

Gwinnett County requests a minimum of three, (3) references where work of a similar size and scope has been completed.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Company Name Gwinnett County
Brief Description of Project BL131-18 Purchasing/Installation of Guardrails
Completion Date 2/15/2023
Contract Amount \$ 511,335.00 Start Date 2/15/2022
Contact Person Tom Whitlock Telephone 678-639-8814
E-Mail Address Harold.Whitlock@gwinnettcountry.com

2. Company Name C.W. MATTHEWS CONTRACTING CO.
Brief Description of Project MULTIPLE DOT PROJECTS
Completion Date GA DOT PRE-QUALIFIED FOR \$31,800,000.00, SEE ATTACHED
Contract Amount \$ Start Date
Contact Person Miguel Ramirez Telephone 770-422-7520
E-Mail Address Mramirez@cwmatthews.com

3. Company Name E.R. Snell Contractors, Inc.
Brief Description of Project MUTIPLE DOT PROJECTS
Completion Date GA DOT PRE-QUALIFIED FOR \$31,800,000.00, SEE ATTACHED
Contract Amount \$ Start Date
Contact Person Mandy Higginbotham Telephone 770-985-0600
E-Mail Address mhigginbotham@ersnell.com

Company Name Martin-Robbins Fence Company



CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act 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 Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

43454
E-Verify * User Identification Number

4/25/2007
Date Registered

Martin-Robbins Fence Company
Legal Company Name

2025 Westside Court
Street Address

Snellville, GA 30078
City/State/Zip Code

[Signature]
BY: Authorized Officer or Agent
(Contractor Signature)

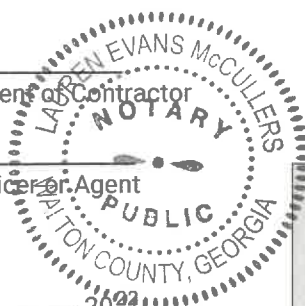
11/2/2022
Date

President
Title of Authorized Officer or Agent of Contractor

Thomas A. Martin
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
2nd DAY OF November, 2022

Larren Evans McCullers
Notary Public
My Commission Expires:
9/3/2026



For Gwinnett County Use Only:

Document ID # _____

Issue Date: _____

Initials: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935
O: 770.822.8720 | F: 770.822.8735
GwinnettCounty.com

BL117-22, Purchase and Installation of Guardrail and Fencing on an Annual Contract Page 13

CODE OF ETHICS AFFIDAVIT

**(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH
YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)**

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. Martin-Robbins Fence Company

(Company Submitting Bid/Proposal)

2. (Please check ☒ one box below)

☒ No information to disclose *(complete only section 4 below)*

☐ Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4.

Sworn to and subscribed before me this

BY: *T.A. Martin*

2nd day of November, 2022

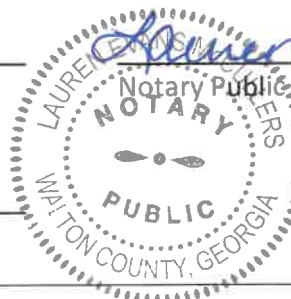
Authorized Officer or Agent Signature

Thomas A. Martin

Printed Name of Authorized Officer or Agent

President

Title of Authorized Officer or Agent of Contractor



Walton County, Georgia
Notary Public
Lauren Evans McCullers
My Commission Expires 9/3/2026

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcounty.com

STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

Buyer Initials: LG

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- ☐ Do not offer this product or service; remove us from your bidder's list for this item only.
- ☐ Specifications too "tight"; geared toward one brand or manufacturer only.
- ☐ Specifications are unclear.
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to meet insurance requirements
- ☐ Our schedule would not permit us to perform.
- ☐ Insufficient time to respond.
- ☐ Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.

2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS**

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS
(IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any bid as required in bid package or document. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the bid when required in the bid package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On

all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XV. CONTRACT

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud.

An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXII. INELIGIBLE BIDDERS

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform Enhancements for 2013. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 may be sanctioned by termination of the contract.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. (O.C.G.A. Section 36-84-1).

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its entirety at www.gwinnettcountry.com.

XXXIII. PENDING LITIGATION

A bid submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and at the roundabout you can either proceed to the front parking area or you may proceed to the parking deck behind the building. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing on the second floor.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The Public Works Department is requesting Council approval to enter into a Piggyback Agreement with Integrated Science and Engineering, Inc. (ISE)

DATE: November 28, 2023

SUBJECT: The Public Works Department is requesting Council approval to enter into a Piggyback Agreement with Integrated Science and Engineering, Inc. (ISE)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
2023-27_ISE_COB_Contract	Cover Memo	11/22/2023



This **CONTRACT** made and entered into this 29th day of March, 2023 by and between the City of Brookhaven, (Party of the First Part, hereinafter called the "City"), and Integrated Science & Engineering, Inc. Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence on the date hereof. The initial terms of this Contract shall be through December 31, 2023. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2023 and each December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

This Contract may be renewed for four (4) additional twelve-month term, upon the same terms and conditions, as provided for in this Contract, unless terminated by the City, by notice to service provider or termination and non-renewal by December 31 of the Contract year.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents**:

- I. Proposal Conditions.
- II. Request for Proposal Introduction (RFP 23-106 reference herein).
- III. Request for Proposal.
- Exhibit A: Georgia Security and Immigration Compliance Affidavit.
- Exhibit B: Bond Documents: N/A
- Exhibit C: Drug-Free Workplace.
- Exhibit D: Purchasing Policy Addendum.
- Exhibit E: Affidavit Verifying Status for Public Benefit Application.
- Exhibit F: Non-Collusion Affidavit.
- Exhibit G: Cost Proposal.
- Exhibit H: Additional Documents

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the "Work").

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, Service Provider guarantees that the maximum price for materials, labor and expenses, shall be the amount reflected in Cost Proposal.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A, --- General Conditions]

Service Provider further agrees to indemnify, and hold harmless the CITY, its council members, officers, and employees from liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon (30) days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

15. SMALL AND MINORITY BUSINESSES CLAUSE:

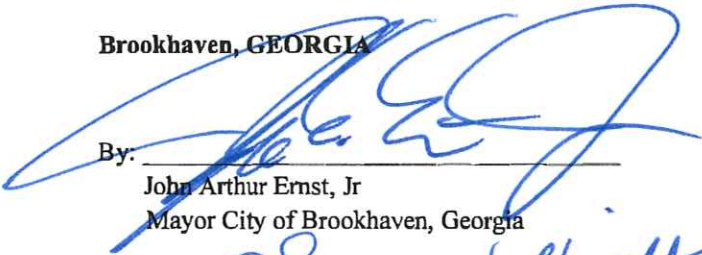
The City of Brookhaven in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices in the past year. As a result of the study, recommendations have been made to the Brookhaven City Council to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services.

With respect to openness and transparency, the City of Brookhaven encourages all businesses regardless of size and status to engage in the City's procurement process. The City gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

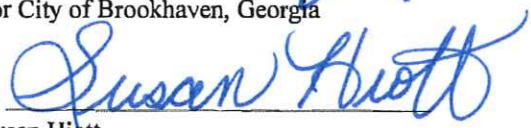
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on following page.

Brookhaven, GEORGIA

By: 

John Arthur Ernst, Jr
Mayor City of Brookhaven, Georgia

ATTEST: 

Susan Hiott
City Clerk

APPROVED AS TO FORM: 

Jeremy Berry, City Attorney

SERVICE PROVIDER:

Signature 

Date March 29, 2023

Print Name Lawrence H. (Dan) Davis, Jr.

Print Title President

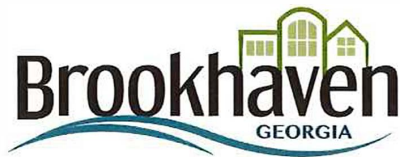
ATTEST:


Signature

Date March 29, 2023

Print Name Leslie R. Baer

Print Title H.R. Director



John A. Ernst, Mayor

Linley Jones, District 1

John Park, District 2

Madeleine Simmons, District 3

John Funny, District 4

To: Mayor Ernst & City Council

From: Purina Alexander, Purchasing Manager

CC: Oscar Medina, Finance Director
Don Sherrill, Public Works Director

Date: City Council Regular Meeting – 4/11/2023

Subject: Motion approving Agreements for On-Call Contractor Demand Services

Recommendation

Consideration and approval to award the 2023-2027 MS4 Inventory & Assessment Contract for an amount of **\$454,290 plus a Contingency Amount of \$45,430** for a total of **\$499,720** to **Integrated Science & Engineering** to be divided over a five-year term.

Background

A Request for Proposals (RFP 23-106) was issued by the City of Brookhaven's Purchasing Department on February 23, 2023. The purpose of this RFP was to receive qualifications and cost proposals from qualified and capable firms to assist the City in providing Inventory, Mapping, Assessment, Dry Weather Screening and other associated Stormwater Utility services. The purpose for these services is to support compliance with the City's 2023-2027 NPDES Phase II Municipal Separate Storm Sewer System (MS4) Stormwater Management Program (SWMP) and its MS4 Operations & Maintenance Program. The contract will encompass one-year increments renewable at the City's option.

In December 2022, the City entered into its third five-year MS4 Program. A key component of the MS4 Program is Inventory, Mapping, Assessment, and Maintenance of the City's stormwater system. Over the course of this Contract, virtually every stormwater related infrastructure asset will be visited and assessed, and each asset's condition will be documented, photographed, and prioritized. This will be the third such time the entire system is evaluated. Each year, one of five geographic zones is targeted for inventory and assessment, so that at the end of each five-year cycle, all stormwater assets have been re-evaluated at least one time. Additionally, the program includes an Illegal and Illicit Detection and Elimination program for portions of the system that outfall into Waters of the State through Dry Weather Screening. The data collected by these ongoing assessments form the core of the City's Stormwater Maintenance Program.

A non-mandatory pre-qualifications conference was held in person Thursday, March 2, 2023. On April 5, 2023, the Purchasing Department received and opened six (6) submittals for the referenced RFP. The firms that submitted Proposals were the following:

1. Bureau Veritas North America, Inc.
2. Goodwyn Mills Caywood LLC

3. Integrated Science & Engineering
4. Pond & Company
5. R2T, Inc.
6. RK&K

City staff reviewed the qualifications of the firms based on the criteria specified within the RFP. Five of the six firms submitted complete and relevant information to support their response.

Resource Impact

Funds for these agreements are available in the FY2023 Operating Budget in the account(s) listed below:

Funds Available as of March, 2023

ACCOUNT NUMBER	PROJECT NAME (Program)	CHARACTER/ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	PURCHASE AMOUNT
506-4320-521300	N/A	N/A	\$597,608.80	\$374,936.81	\$110,000
TOTAL AMOUNT					\$110,000

Note: Each department is responsible for providing Account number, Project # and Dollar amount per project.

Attachments:

Exhibit 1 - Agreement Solicitation

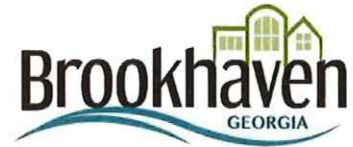
Exhibit 2 - Solicitation

Exhibit 3 - Bid Tabulation

Prepared By: Don Sherrill, Public Works Director

Oscar Medina, Finance Director

Purina Alexander, Purchasing Manager



Request for Proposal No. 23-106

MS4 Inspection and Assessment Services

Date: February 23, 2023

Optional Pre-Bid Conference
Thursday, March 2, 2023, at 9:30 a.m. EST.
City Hall- 4362 Peachtree Rd
Brookhaven, GA. 30319

PROPOSAL DUE DATE:
Thursday, March 23, 2023, at 4:00 p.m. EST.

Bids shall only be accepted online through the Bonfire Portal at:
<https://brookhavenga.bonfirehub.com/projects/view/87539>

Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted.

Instructions to Offerors:

1. All communications regarding this solicitation must be with the Purchasing Manager, Shakera Hall, shakera.hall@brookhavenga.gov.
2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://brookhavenga.bonfirehub.com/projects/view/87539>. Questions are due no later than **Wednesday, March 8, 2023, at 4:00 p.m. EST**. Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at and it is the Offeror's responsibility to <https://brookhavenga.bonfirehub.com/projects/view/87539> check the Bonfire portal for any addendum or other communications related to this solicitation.
4. The City of Brookhaven reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Brookhaven.
5. The City of Brookhaven is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Brookhaven Vendor Manual as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Brookhaven, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Brookhaven.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Brookhaven reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of one hundred twenty (120) days from opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (Proposer to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. has not been violated and will not be violated in any respect.

Authorized Signature  Date March 29, 2023

Print/Type Name Lawrence H. (Dan) Davis, Jr.

Print/Type Company Name Here Integrated Science & Engineering, Inc.

PROPOSAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work will be performed under approved Task Orders. Each Task Order shall provide the specific Scope of Work and Fees.

2. REGULATIONS

- 2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Brookhaven's Financial Management and Purchasing Policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. SERVICE PROVIDER'S PERSONNEL

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens

PROPOSAL CONDITIONS

are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.

- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all time who can communicate instructions to said employees.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.
- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that the complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Project Manager-the Service Provider shall designate an experienced Project Manager ("Project Manager") acceptable to the City for all purpose related to the work. The initial Project Manager shall be (TBD).

PROPOSAL CONDITIONS

- 3.9.1 The Project Manager shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
 - 3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be the City's discretion.
 - 3.9.3 In the event that the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Manager (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

4. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

5. PERFORMANCE REQUIREMENTS

- 5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care").

The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 5.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Brookhaven regulations.
- 5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).

PROPOSAL CONDITIONS

- 5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

6. CONFIDENTIAL INFORMATION

- 6.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 6.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.
- 6.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 6.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 6.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the

PROPOSAL CONDITIONS

necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby. Service Provider shall not be responsible for initiating, maintaining and supervising any safety precautions for the City's other consultants or contractors.

9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 9.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 9.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment indicating all subcontractors have paid, with each invoice.
- 9.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 9.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 9.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Brookhaven, GA, Accounts Payable, 4362 Peachtree Road NE, Brookhaven, GA 30319.
- 9.7 The Service Provider will agree to comply with the City of Brookhaven's Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Brookhaven for work done, materials furnished,

PROPOSAL CONDITIONS

costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.

- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 The Service Provider shall perform its obligations and functions here under consistent with the Standard of Care to the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Brookhaven, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

11. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by

PROPOSAL CONDITIONS

the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

12. INDEMNIFICATION AND INSURANCE

- 12.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 12.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 12.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by

PROPOSAL CONDITIONS

constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

12.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

12.7 Insurance

12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

12.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding

PROPOSAL CONDITIONS

\$250,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$250,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

12.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

12.7.1.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

12.7.1.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

12.7.4 Health Insurance. Not applicable.

12.7.5 Garage Liability Insurance. Not applicable.

12.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.

12.7.7 Crime Coverage. Not applicable.

12.7.8 Pollution Liability Insurance. Not applicable.

12.7.9 Other Insurance Requirements. All insurance policies required by this Section

12.7.10 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall

PROPOSAL CONDITIONS

be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

13. LIABILITY INSURANCE

13.1 N/A

13.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher that the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

14. CONTRACT ADJUSTMENTS

14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it

PROPOSAL CONDITIONS

determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.

- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

15. SUBCONTRACTORS

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Request for Proposals.
- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the

PROPOSAL CONDITIONS

Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

- 15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

16. DEFAULT AND TERMINATION

- 16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

PROPOSAL CONDITIONS

- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization,

PROPOSAL CONDITIONS

arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

PROPOSAL CONDITIONS

17. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

18. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

19. NOTICES

- 19.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- 19.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

PROPOSAL CONDITIONS

City of Brookhaven, GA
ATTN: City Manager
4362 Peachtree Road NE
Brookhaven, GA 30319

Service Provider: _____

19.3 Either party may change its notice address by written notice to the other given as provided in this section.

20. NONDISCRIMINATION

20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

20.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

20.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

20.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

20.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions, the Service Provider shall so certify to the City , as appropriate, and shall set forth what efforts it has made to obtain the information.

PROPOSAL CONDITIONS

20.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

20.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

20.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

20.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

21. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for

PROPOSAL CONDITIONS

responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Cod. This provision shall survive the expiration or termination of the Contract.

22. GENERAL PROVISIONS

- 22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Proposal, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Request for Proposal, and (vii) the Bid Form.
- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or , at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the

PROPOSAL CONDITIONS

same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

- 22.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiate for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 22.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations

PROPOSAL CONDITIONS

at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulation, rules and policies of any governmental authority, including the City, relating to security issues.

- 22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 22.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.15 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with

PROPOSAL CONDITIONS

or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were

PROPOSAL CONDITIONS

overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 22.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 22.18 In computing any period of time established under this Contract, except as otherwise specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.19 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.20 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 22.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

PROPOSAL CONDITIONS

22.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

23. GRATUITIES, REBATES, OR KICKBACKS.

23.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

23.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

End of Proposal Conditions.

REQUEST FOR PROPOSAL INTRODUCTION

1. PURPOSE

The City of Brookhaven (the City) intends to select a single vendor to conduct field inspections, mapping, and condition assessments of virtually all stormwater management infrastructure located within the City's corporate limits. The program is known as the MS4 Inspection and Assessment Program. The Program has three key elements:

- Dry Weather Screening (DWS) and Illicit / Illegal Connection Source Tracing to support the Illicit Discharge Detection and Elimination Program (IDDE)
- Stormwater Structures and Conveyance Inventory, Mapping, and Condition Assessments (Structures and Conveyances)
- Stormwater Management and Green Infrastructure / Low Impact Design Facility Inventory, Mapping and Assessments (Ponds and GI/LID)

The selected Vendor will serve the City over the current five-year permit cycle through award of an annual contract which is renewable up to four times, for a total of five years. While it is the City's goal to select a single vendor, if it is in the City's best interest to award more than one Contract, the City reserves the right to do so. The Scope of Work and proposal requirements are presented below.

2. BACKGROUND

Brookhaven's stormwater discharges are regulated under the NPDES Phase II Municipal Separate Storm Sewer System (MS4) Program. The Phase II program is based on the hypothesis that application of six minimum control measures (MCMs), rather than numeric end-of-pipe criteria, will be sufficient to improve surface water quality.

The State of Georgia Department of Natural Resources (DNR) Environmental Protection Division (EPD) manages the Phase II NPDES program under General Permit (GAG610000). Application of the MCMs is accomplished through the City's EPD approved Stormwater Management Program (SWMP) and relies upon implementation of over 40 Stormwater Best Management Practices (BMPs). When successfully implemented, BMP measurable goals are met and improvement of local surface water quality is the result.

Stormwater asset management is a key success tool and is associated with several BMPs. Measurable goals for many BMPs require regular updates to stormwater management asset inventories and maps. Condition assessments inform development of operation, maintenance, and rehabilitation priorities. Each asset category (Outfall and Dry Weather Screening, Structures and Conveyances, and SMF and GI/LID Structures) is divided into five geographic Assessment Zones for inventory, mapping, and inspection purposes. Each year, an Assessment Zone is completed so that during every five-year permit cycle, all stormwater outfalls, structures, conveyances, SMFs (or ponds), GI/LID structures are inventoried, mapped, inspected, and

REQUEST FOR PROPOSAL INTRODUCTION

assessed. Maps and assessments are maintained in the City's Geographic Information Systems (ESRI GIS) and Asset Management Database (CityWorks). This contract is aligned with the current permit cycle, 2023-2027.

The Department of Public Works (DPW) operates, maintains, and manages the City-owned MS4 and is responsible for compliance with the NPDES permit. In 2013, the City Council established a Stormwater Utility and provided for the annual assessment of Stormwater Utility Service Fees. Revenue from the fees support operation of the utility and funds the MS4 program.

3. SCOPE OF SERVICES AND SPECIFICATIONS

The Vendor will provide inventory, mapping, assessment, dry weather screening, and illegal / illicit discharge source tracing services in general accordance with the PROJECT REQUIREMENTS AND SPECIFICATIONS found in ATTACHMENT "A." Each year, services will be completed for a minimum of one geographic Assessment Zone for each of the asset types. By the end of the five-year Contract period / NPDES permit cycle, the Vendor must complete the Scope of Work for the entire City.

Work will be completed on a UNIT COST basis, with the initial number of assets per Assessment Zone determined from the last complete inspection cycle (period ending 2022). Annual fees will be determined by the actual number of assets evaluated. From time to time, related but unscheduled or unanticipated tasks may be requested to be completed by the Vendor. For example, source tracing following discovery of dry weather flow at an outfall will be required upon discovery of Dry Weather Flow. These services, if used, will be conducted under the terms this Contract with a separate Task Order based on the hourly rates provided at submission of this Proposal.

4. DATA AVAILABLE TO THE CONSULTANT

- A. GIS inventory of City's outfalls, structures, conveyances, SMF and GI/LID structures (available as ESRI .shp)
- B. 2023 NearMap and other color aerial imagery of all land areas within City boundaries
- C. 2023 NearMap digital elevation model (DEM) and other aerial topographic maps with contours all areas within the City's boundaries.
- D. Plats and other planning and development documents available upon request on a case-by-case basis.
- E. Other data as may be identified.

REQUEST FOR PROPOSAL INTRODUCTION

5. DELIVERABLES

- A. Collected Data will be appended to the Database of Record (ESRI GIS or CityWorks Asset Management)
- B. Images will be delivered per “Images” under COMMON REQUIREMENTS
- C. Additional electronic forms will be provided for each outfall, SWF, and GI/LID facility mapped, inventoried, and assessed in a format acceptable to the City. Sample forms from the 2017-2022 project horizon are available for reference.
- D. A prioritized list of maintenance and capital improvement projects for drainage components and appurtenances owned by the City.
- E. Updated spatial database to include recommended maintenance intervals for drainage components and appurtenances owned by the City.
- F. Concise weekly status reports will be submitted for work completed during the previous week, to include:
 - F.1. Summary of work completed,
 - F.2. A list of HIGH PRIORITY assets (requiring immediate maintenance, i.e., health or safety hazard),
 - F.3. Any dry weather flow observed and associated source tracing details, and
 - F.4. List of infrastructure that was not inspected due to access issues with an explanation.

End of Request for Proposal Introduction.

REQUEST FOR PROPOSAL

I. REQUEST FOR PROPOSAL PROCESS

The Request for Proposal (RFP) must contain information outlined below.

Please include a title on each page of your proposal and number pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria
4. References
5. Previous Experience – Project References
6. Cost Proposal

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company's information including name of company (include any dba names); headquarters and parent company locations; and brief history of the company.
- ii. Company's mailing address, contact person, telephone number for primary contact person, and email address.
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

2. Executive Summary

An executive summary letter should include the key elements of the respondent's proposal and an overview of the proposed team. Indicate the address and telephone number of the respondent's office located nearest to Brookhaven, Georgia, and the office from which projects will be managed.

Complete submissions to this Request for Proposals will contain sufficient information to provide the City of Brookhaven with a thorough description of the Offeror's qualifications to accomplish the work described in this solicitation. If the Offeror does not possess the in-house capabilities to perform a particular component of the project, the response should demonstrate the Offeror's ability to prepare and administer a subcontractor to work jointly with another firm having the requisite expertise to accomplish that component of the project in a timely manner. Any work performed under a subcontract, joint venture, partnership or other joint undertakings with another firm must comply with the State of Georgia's Procurement Code, and must receive the City's prior written approval concerning the intent to subcontract a component of the services. In addition, prime Consultants will ensure that for any subcontracted work, all sub consultants will encourage participation from and take

REQUEST FOR PROPOSAL

steps to select small, minority, and women-owned businesses (DBEs) when these firms are the most responsive and responsible bidders for providing goods and services associated with the prime contract. As with the City, prime consultants may accept State of Georgia DBE certification as evidence of a firm's qualification.

3. Evaluation and Selection Criteria

The City, at its discretion, may award the Contract to the most responsible and responsive consultants submitting proposals which are deemed to be the most advantageous to the city. The following is the evaluation criteria the city will consider in determining which proposals are most advantageous to the City:

A. Project Team - Please provide relevant work experience

A.1. Provide concise 1-page resumes for Project Manager, Lead Field Technician, and Key GIS Staff member dedicated to the project. (21 points, up to 7 points each)

A.2. Point of Contacts: provide full contact information in cover letter (*pass/fail*):

A.2.1. Designate who has authority to bind the firm and sign Contracts

A.2.2. Project Manager

A.2.3. Key GIS Staff member (at least 1 who will be lead and heavily involved)

A.3. Longevity with the firm (9 points, up to 3 points each). For the PM, Lead Field Technician, and Key GIS Staff member. (> 4years = 3 points, 2-3 years up to 2 points, < 1 year as low as 0 points)

A.4. Up to two pages (single sided) may be used to highlight (*up to 3 points*) other key staff

B. Similar project experience, 4 projects

B.1. Scope of work. (16 points) Compared to previous Scope of Work

B.1.1. Significantly exceeds the Scope of Work specified here (up to 4 points)

B.1.2. Generally, matches Scope of Work specified here (up to 3 points)

B.1.3. Significantly lower level of Scope than specified here (0-1 points)

B.2. Verified references (12 points, up to 3 points per reference):

B.2.1. Excellent reference, at least two of the three proposed project leads played a significant role on this project, would recommend, and would hire to do project again (up to 3 points)

B.2.2. Strong reference, proposed project team members did not play a significant role on this project (up to 2 points)

B.2.3. Verified work was performed but cannot provide details (0 points)

C. Project Approach (20 points):

C.1. Project approach meets the Scope of Work and appears to use innovative approaches to make project exceed expectations / addresses handling of unforeseen circumstance (*up to 20 points*)

C.2. Project approach meets the Scope of Work (*up to 18 points*)

C.3. Project approach does not meet the Scope of Work (*0-10 points*)

REQUEST FOR PROPOSAL

- D. Firm Information (4 points):** Up to two pages may contain general firm information, in Cover Letter (financial or proprietary information should be sealed and submitted separately). In addition to other information relevant to the RFP, the envelope should be labeled, **“Contains Confidential and Proprietary Information”**
- E.** Extraneous / irrelevant information shall be kept to a minimum.
- F. Proposed Fees (15 points, weighted and grouped.)**
- F.1. Unit rates shall be provided as directed in the table,
 - F.2. Unit rates will be multiplied by the estimated annual number of assets for each asset category and summed
 - F.3. All fees shall be unit rates and include all labor, material, equipment, direct and indirect expenses.
 - F.4. The total Year 5 fee, which includes the four annual cost escalators, will be used to evaluate this section of the fees.
 - F.5. Provide a total hourly rate to conduct Source Tracing to include all labor, equipment, mileage, copying, deliverables etc.
 - F.6. Laboratory fees for samples taken as part of the IDDE program will be reimbursed.
 - F.7. Provide a labor category billing rate table for other approved additional services.
- G.** No allowances will be made for In-Scope reimbursable expenses, such as mileage, printing, copying, deliveries etc., without prior written approval.

Request for Proposal submitted in response to this RFP will be evaluated and scored, in accordance with the criteria outlined below, by an evaluation committee established by the City.

Criteria	Points
Project Team	33
Similar Project Experience	28
Project Approach	20
General Firm Information (cover letter)	4
Proposed Fees	15
Highest Possible Score	100

- a. All Corporations should provide corporate seal, a copy of the Secretary of State’s Certificate of Incorporation, and a listing of the principals of the corporation with the proposal.
- b. The City is concerned about proposers’ financial capability to perform. Therefore, please provide enough data to lead evaluators to the conclusion that your firm has the financial capability to perform. As detailed financial data is generally proprietary, and proposers do not wish such information to be part of the public record under the Georgia Open

REQUEST FOR PROPOSAL

Records Act (G.O.R.A.), the City reserves the right to perform additional due diligence in this area, at the sole discretion of the City, prior to award of any contract.

- c. The proposals will be the basis from which interested firms will be selected for interviews if deemed necessary. Following the City staff evaluation of the proposals received, selected firms may be invited to make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified firms based on all materials and information presented.
- d. Any firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to request "best and final" offers; and to issue a new RFP. Firms eliminated from further consideration will be notified by mail by the City as soon as practical.

II. SUBMISSION OF RFP

The packages shall be in sealed envelopes and identified as follows:

RFP Number: 23-106 MS4 Inspection and Assessment Services

Pre-bid Conference: Thursday, March 2, 2023, at 9:30 a.m. EST

Questions Due: Wednesday, March 8, 2023, at 4:00 p.m. EST

Proposal Due Date: Thursday, March 23, 2023, at 4:00 p.m. EST

Proposals shall only be accepted online through the Bonfire Portal

<https://brookhavenga.bonfirehub.com/projects/87539/details>

All submission are due at the location specified no later than the date and time specified herein. The RFP package must include detailed information relative to Request for Proposal Process and Selection Criteria, as required. The Statement of Proposal Letter included as page two (2) of this RFP, and Exhibit A-G must be attached and must be signed by a person authorized to legally bind the company.

III. EVALUATION CRITERIA AND PROCESS

- a. All proposals received will be reviewed by the Purchasing Manager to ensure that all administrative requirements of the RFP package have been met by the Offerors. Each proposal will be reviewed to ensure that the Offeror submitted all information required in the RFP and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All proposals that

REQUEST FOR PROPOSAL

meet the administrative requirements will then be turned over to the evaluation committee for further evaluation.

- b. The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in the Evaluation and Selection Criteria. Discussions may be conducted by the City of Brookhaven with responsible Offerors who submit proposal's determined to be reasonably susceptible of being selected for award for clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Cost will not be the deciding factor in this RFP.
- c. The City of Brookhaven reserves the right to addend the RFP prior to the date of proposal submission. Addenda will be posted to the Brookhaven website at www.brookhavenga.gov.
- d. Awards of contract shall be made to the responsible Offerors who have successfully submitted a proposal and been ranked by the Evaluation Committee considering all the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City of Brookhaven reserves the right to reject all proposal's submitted in response to this RFP.

IV. OTHER CONSIDERATIONS

- a. Vendors responding to this RFP need to become a registered Vendor to sell products or services to the City of Brookhaven. Please note that the vendor file is a good source for vendor information but not the only source. Registration does not guarantee that your firm will be solicited for any or all requirements. The vendor file will also be used to support financial transactions with vendors including invoice payments. A Vendor Application is available at www.brookhavenga.gov.

If you have any question or concerns, please feel free to email:

City of Brookhaven

Purchasing Office

purchasing@brookhavenga.gov

- b. Prior to the due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Buyer named herein. A person authorized to sign for the Offeror must sign all such requests.

REQUEST FOR PROPOSAL

The City reserves the right to add provisions to the contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the City affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

Any exceptions to the agreement must be clearly identified, accompany the Offeror's proposal and be attached to the agreement. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another Offeror or that will cause a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal. Offeror will not retype the enclosed contract.

V. CERTIFICATION

By my signature below, it is certified that my firm can meet all terms of the Proposal and will perform the services specified; and for the privilege of doing so on the City of Brookhaven premises. I understand that, upon proper acceptance of this offer by the City of Brookhaven, a contract will thereby be created.

Given under my hand this 29th day of March, 2023.

Integrated Science & Engineering, Inc.
Name of Firm
[Signature]
Signature
President
Title
1039 Sullivan Rd., Ste. 200, Newnan, GA 30265
Business Address
ddavis@intse.com
Email address

Sworn to and subscribed before me

this 29th day of March, 2023

[Signature]



REQUEST FOR PROPOSAL

Notary Public

01/08/2026

My commission expires on the above date.

END OF REQUEST FOR PROPOSAL

EXHIBIT A

RFQ NO. 23-106 MS4 Inspection and Assessment Services

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Integrated Science & Engineering, Inc.

Address: 1039 Sullivan Road, Ste. 200, Newnan, GA 30265

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Brookhaven within five (5) business days after any subcontractor(s) is/are retained to perform such service.

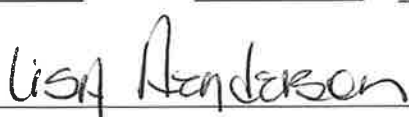
#106037
E Verify™ Company Identification Number

March 10, 2008
Date of Authorization


BY: Authorized Officer or Agent
(Name of Person or Entity)

March 29, 2023
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

29th DAY OF March, 2023

Notary Public

My Commission Expires: July 28, 2025



* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-60

EXHIBIT A

RFQ NO. 23-106, MS4 Inspection and Assessment Services

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in

O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

End of Exhibit A.

EXHIBIT B

RFQ NO. 23-106 MS4 Inspection and Assessment Services

BOND DOCUMENTS

BONDING REQUIREMENTS

NOT APPLICABLE

End of Exhibit B

RFP NO. 23-106 MS4 Inspection and Assessment Services

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full. The undersigned further certifies that:

- Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Printed Name of Authorized Officer or Agent

Page 287 of 610
City of South Fulton | November 28, 2023

EXHIBIT D

RFQ NO. 23-106, MS4 Inspection and Assessment Services

PURCHASING POLICY ADDENDUM

I, Lawrence H. (Dan) Davis, Jr., hereby certify that I have received a copy of the City of Brookhaven, GA, Financial Management Policies Purchasing Policy which can be found at <http://brookhavenga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Brookhaven, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.



BY: Authorized Officer or Agent Date
(Service Provider Signature)

President
Title of Authorized Officer or Agent of Service Provider

Lawrence H. (Dan) Davis, Jr. March 29, 2023
Printed Name of Authorized Officer or Agent Date

End of Exhibit D.

EXHIBIT E

RFQ NO. 23-106, MS4 Inspection and Assessment Services

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Brookhaven, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Brookhaven license/permit and /or contract for

Lawrence H. (Dan) Davis, Jr.

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. XXXX I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____ Date: March 29, 2023

Printed Name: Lawrence H. (Dan) Davis, Jr.

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 29 day of March, 20 23

Notary Public: 

My Commission Expires: 01/08/2026



* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

End of Exhibit E.

EXHIBIT F

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 29th day of March, 2023

Integrated Science & Engineering, Inc.

(Name of Organization)

President

(Title of Person Signing)

(Signature)

23-106

(Bid Number)

STATE OF Georgia)

COUNTY OF Coweta)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 29th day of March

(Signature)
Notary Public Signature

My Commission Expires:

01/08/2024

End of Exhibit F.





COST PROPOSAL

Assumed Number of Stormwater Assets for Proposal Purposes

Asset	Fee (\$)	Cost per asset (\$)	# of Assets /yr.	Number of assets
Outfalls	\$3,008.00	\$32.00	94	470
Structures	\$20,800.00	\$8.00	2,600	13,000
Conveyances	\$48,000.00	\$30.00	1,600	8,000
SMFs	\$19,350.00	\$225.00	86	430
GI/LID Structures	\$500.00	\$250.00	2	10
Year 1 Fee	\$91,658			

Annual Fee Escalation

	Fee (\$)	Escalator	Prior Year Fee
Year 1	\$91,658.00	--	--
Year 2	\$91,658.00	0	\$91,658.00
Year 3	\$91,658.00	0	\$91,658.00
Year 4	\$91,658.00	0	\$91,658.00
Year 5	\$91,658.00	0	\$91,658.00
Total Fee	\$458,290.00*		

Total Hourly Cost to Perform Source Tracing for Illicit/Illegal Discharges

Hourly rate including all costs, overhead and profit	\$ 125.00
--	------------------

This note added post-execution to provide clarity and to convey and document intent for issuing Purchase Orders.

*This is the approved Contract value based on the information available at the time of execution. Annual Purchase Orders will reflect the number of assets expected to be evaluated by Inspection Zone for the current year and will be adjusted at the end of each year based on the actual number of assets evaluated, number of Source Tracing Events performed, and the number of requested Additional CCTV days requested by the City in accordance with the attached rate schedules for each line item. Due to the procurement process Year 1, 2023, will be in Zone 3, and the Approved PO value is \$100,000 with up to a 10% contingency.

UNIT RATES – 2023 BILLING RATES
Integrated Science & Engineering, Inc.

	Rate/Hour
Sr. Principal	\$ 230.00
Principal	\$ 210.00
Sr. Project Manager	\$ 185.00
Project Manager	\$ 170.00
Project Engineer III	\$ 165.00
Project Engineer II	\$ 150.00
Project Engineer I	\$ 135.00
Engineer II	\$ 125.00
Engineer I	\$ 110.00
Sr. Environmental Scientist	\$ 145.00
Environmental Scientist	\$ 115.00
Sr. Professional Land Surveyor	\$ 160.00
Survey Crew (1-person)	\$ 150.00
Survey Crew (2-person)	\$ 175.00
Planner	\$ 125.00
Technician III	\$ 125.00
Technician II	\$ 105.00
Technician I	\$ 85.00
Administrative	\$ 75.00
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%

EXHIBIT H

RFP 23-106, MS4 Inspection and Assessment Services

COST PROPOSAL

TOTAL COST \$ \$458,290.00

ADDITIONAL COST \$ No Entry

Cost shall be placed in a separate envelope marked RFP 23-106, MS4 Inspection and Assessment Services Cost Proposal.

End of Exhibit H.

Attachment 1

RFP 23-106 2023 MS4 Inspection and Assessment Project Additional Items Integrated Science and Engineering



MEMORANDUM

1039 Sullivan Road, Suite 200, Newnan, GA 30265
(p) 678.552.2106 (f) 678.552.2107

To: Tom Roberts, P.E.
Company: City of Brookhaven
From: Jason Ray, GISP
Date: May 5, 2023
Subject: RFP 23-106 MS4 Inspections Pole Camera

Project No.:

Copy to:

RFP 23-106 specified that an Envirosight Quickview airHD or approved equivalent be used for storm pipe assessment. As an alternative equivalent, Integrated Science & Engineering (ISE) has requested the combined use of a GoPro HERO11 and Envirosight ROVVER X for pipe and structure photos. In the event the City is not satisfied with the inspection assessments, ISE will utilize the Envirosight Quickview airHD for inspections.

Jason Ray

A handwritten signature in blue ink, appearing to read "Jason Ray", with a stylized, cursive script.

CCTV Quote for RFP 23-106

Jason Ray <jray@intse.com>

Mon 5/8/2023 9:29 AM

To: Tom Roberts <tom.roberts@brookhavenga.gov>

Tom,

This is an hourly quote for CCTV services on an as-needed basis.

Hourly - \$185/hr with a minimum of 4 hours.

We typically can CCTV an average of 500lf of storm in a 8 hour day, although this varies depending on access, traffic control, traveling between sites, etc.

Jason Ray, GISP | Principal

Integrated Science & Engineering, Inc.

1039 Sullivan Road, Suite 200 | Newnan, Georgia 30265

T: 678.552.2106 | F: 678.552.2107 | C: 678.859.8815

www.intse.com



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

ADDENDUM #1 REQUEST FOR PROPOSAL

I. REQUEST FOR PROPOSAL PROCESS

The Request for Proposal (RFP) must contain information outlined below.

Please include a title on each page of your proposal and number pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria
4. References
5. Previous Experience – Project References
6. Cost Proposal

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company's information including name of company (include any dba names); headquarters and parent company locations; and brief history of the company.
- ii. Company's mailing address, contact person, telephone number for primary contact person, and email address.
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

1. Executive Summary

An executive summary letter should include the key elements of the respondent's proposal and an overview of the proposed team. Indicate the address and telephone number of the respondent's office located nearest to Brookhaven, Georgia, and the office from which projects will be managed.

Complete submissions to this Request for Proposals will contain sufficient information to provide the City of Brookhaven with a thorough description of the Offeror's qualifications to accomplish the work described in this solicitation. If the Offeror does not possess the in-house capabilities to perform a particular component of the project, the response should demonstrate the Offeror's ability to prepare and administer a subcontractor to work jointly with another firm having the requisite expertise to accomplish that component of the project in a timely manner. Any work performed under a subcontract, joint venture, partnership or other joint undertakings with another firm must comply with the State of Georgia's Procurement Code, and must receive the City's prior written approval concerning the intent to subcontract a component of the services. In addition, prime Consultants will ensure that

ADDENDUM #1
REQUEST FOR PROPOSAL

for any subcontracted work, all sub consultants will encourage participation from and take steps to select small, minority, and women-owned businesses (DBEs) when these firms are the most responsive and responsible bidders for providing goods and services associated with the prime contract. As with the City, prime consultants may accept State of Georgia DBE certification as evidence of a firm's qualification.

2. Evaluation and Selection Criteria

The City, at its discretion, may award the Contract to the most responsible and responsive consultants submitting proposals which are deemed to be the most advantageous to the city. The following is the evaluation criteria the city will consider in determining which proposals are most advantageous to the City:

A. Project Team - Please provide relevant work experience (33 POINTS)

- A.1. Provide concise 1-page resumes for Project Manager, Lead Field Technician, and Key GIS Staff member dedicated to the project. (**up to 21 points**, up to 7 points each)
- A.2. Point of Contacts: provide full contact information in cover letter (*pass/fail*):
 - A.2.1. Designate who has authority to bind the firm and sign Contracts
 - A.2.2. Project Manager
 - A.2.3. Key GIS Staff member (at least 1 who will be lead and heavily involved)
- A.3. Longevity with the firm (**up to 9 points**, up to 3 points each). For the PM, Lead Field Technician, and Key GIS Staff member. (> 4years = 3 points, 2-3 years up to 2 points, < 1 year as low as 0 points)
- A.4. Up to two pages (single sided) may be used to highlight (**up to 3 points**) other key staff

B. Similar project experience, 4 projects (28 POINTS)

- B.1. Scope of work. (**up to 16 points**) Compared to previous Scope of Work
 - B.1.1. Significantly exceeds the Scope of Work specified here (up to 4 points)
 - B.1.2. Generally, matches Scope of Work specified here (up to 3 points)
 - B.1.3. Significantly lower level of Scope than specified here (0-1 points)
- B.2. Verified references (**up to 12 points**, up to 3 points per reference):
 - B.2.1. Excellent reference, at least two of the three proposed project leads played a significant role on this project, would recommend, and would hire to do project again (up to 3 points)
 - B.2.2. Strong reference, proposed project team members did not play a significant role on this project (up to 2 points)
 - B.2.3. Verified work was performed but cannot provide details (0 points)

C. Project Approach (20 points):

- C.1. Project approach meets the Scope of Work and appears to use innovative approaches to make project exceed expectations / addresses handling of unforeseen circumstance (*up to 20 points*), or
- C.2. Project approach meets the Scope of Work (*up to 18 points*), or

**ADDENDUM #1
REQUEST FOR PROPOSAL**

- C.3. Project approach does not meet the Scope of Work (0-10 points)
- D. Firm Information (4 POINTS):** Up to two pages may contain general firm information, in Cover Letter (financial or proprietary information should be sealed and submitted separately). In addition to other information relevant to the RFP, the envelope should be labeled, “**Contains Confidential and Proprietary Information**”
- E.** Extraneous / irrelevant information shall be kept to a minimum.
- F. Proposed Fees (15 POINTS, weighted and grouped.)**
- F.1. Unit rates shall be provided as directed in the table,
- F.2. Unit rates will be multiplied by the estimated annual number of assets for each asset category and summed
- F.3. All fees shall be unit rates and include all labor, material, equipment, direct and indirect expenses.
- F.4. The total Year 5 fee, which includes the four annual cost escalators, will be used to evaluate this section of the fees.
- F.5. Provide a total hourly rate to conduct Source Tracing to include all labor, equipment, mileage, copying, deliverables etc.
- F.6. Laboratory fees for samples taken as part of the IDDE program will be reimbursed.
- F.7. Provide a labor category billing rate table for other approved additional services.
- G.** No allowances will be made for In-Scope reimbursable expenses, such as mileage, printing, copying, deliveries etc., without prior written approval.

Request for Proposal submitted in response to this RFP will be evaluated and scored, in accordance with the criteria outlined below, by an evaluation committee established by the City.

Criteria – See Attached Scoring Rubric for Additional Detail	Points
Project Team	33
Similar Project Experience	28
Project Approach	20
General Firm Information (cover letter)	4
Proposed Fees	15
Highest Possible Score	100

ADDENDUM #1 **REQUEST FOR PROPOSAL**

4. COST PROPOSAL

- A.** Provide a proposed first year fee based on the stated Scope of Work meeting the criteria above. Also provide an annual escalator to be applied across each element of the project each of the proceeding four years. Once the successful Vendor has been selected, the actual number of stormwater assets to be assessed each year will be finalized.

Table 4A: Assumed Number of Stormwater Assets for Proposal Purposes¹

Asset	Fee (\$)	Cost per asset (\$)	# of Assets /yr	Number of assets
Outfalls			94	470
Structures			2,600	13,000
Conveyances			1,600	8,000
SMFs			86	430
GI/LID Structures			2	10
Year 1 Fee				

Table 4B: Annual Fee Escalation¹

	Fee (\$)	Escalator	Prior Year Fee
Year 1		--	--
Year 2			
Year 3			
Year 4			
Year 5			
Total Fee			

Table 4C: Total Hourly Cost to Perform Source Tracing for Illicit/Illegal Discharges¹

Hourly rate including all costs, overhead, and profit ²	\$
--	----

¹These tables and the Certification below may be reproduced and included in a separate sealed envelope marked Cost Proposal Data

²This rate should aggregate all costs into a single hourly rate. Actual costs for laboratory analyses will be billed and paid separately.

- B.** Please provide in **Table 4D: Hourly Rate Table**, organized by labor category.

**ADDENDUM #1
REQUEST FOR PROPOSAL**

5. PROPOSAL SELECTION

- A. All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the proposal.
- B. The City is concerned about proposers' financial capability to perform. Therefore, please provide enough data to lead evaluators to the conclusion that your firm has the financial capability to perform. As detailed financial data is generally proprietary, and proposers do not wish such information to be part of the public record under the Georgia Open Records Act (G.O.R.A.), the City reserves the right to perform additional due diligence in this area, at the sole discretion of the City, prior to award of any contract.
- C. The proposals will be the basis from which interested firms will be selected for interviews if deemed necessary. Following the City staff evaluation of the proposals received, selected firms may be invited to make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified firms based on all materials and information presented.
- D. Any firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to request "best and final" offers; and to issue a new RFP. Firms eliminated from further consideration will be notified by mail by the City as soon as practical.

**ADDENDUM #1
REQUEST FOR PROPOSAL**

**ADDENDUM #1
REQUEST FOR PROPOSAL**

II. SUBMISSION OF RFP

The packages shall be in sealed envelopes and identified as follows:

RFP Number: 23-106 MS4 Inspection and Assessment Services

Pre-bid Conference: Thursday, March 2, 2023, at 11:00 a.m. EST

Questions Due: Wednesday, March 15, 2023, at 4:00 p.m. EST

Proposal Due Date: Thursday, March 30, 2023, at 4:00 p.m. EST

Proposals shall only be accepted online through the Bonfire Portal
<https://brookhavenga.bonfirehub.com/projects/58749/details>

All submission are due at the location specified no later than the date and time specified herein. The RFP package must include detailed information relative to Request for Proposal Process and Selection Criteria, as required. The Statement of Proposal Letter included as page two (2) of this RFP, and Exhibit A-E must be attached and must be signed by a person authorized to legally bind the company.

III. EVALUATION CRITERIA AND PROCESS

- a. All proposals received will be reviewed by the Purchasing Manager to ensure that all administrative requirements of the RFP package have been met by the Offerors. Each proposal will be reviewed to ensure that the Offeror submitted all information required in the RFP and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All proposals that meet the administrative requirements will then be turned over to the evaluation committee for further evaluation.
- b. The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in the Evaluation and Selection Criteria. Discussions may be conducted by the City of Brookhaven with responsible Offerors who submit proposal's determined to be reasonably susceptible of being selected for award for clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Cost will not be the deciding factor in this RFP.

ADDENDUM #1
REQUEST FOR PROPOSAL

- c. The City of Brookhaven reserves the right to addend the RFP prior to the date of proposal submission. Addenda will be posted to the Brookhaven website at www.brookhavenga.gov.
- d. Awards of contract shall be made to the responsible Offerors who have successfully submitted a proposal and been ranked by the Evaluation Committee considering all the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City of Brookhaven reserves the right to reject all proposal's submitted in response to this RFP.

IV. OTHER CONSIDERATIONS

- a. Vendors responding to this RFP need to become a registered Vendor to sell products or services to the City of Brookhaven. Please note that the vendor file is a good source for vendor information but not the only source. Registration does not guarantee that your firm will be solicited for any or all requirements. The vendor file will also be used to support financial transactions with vendors including invoice payments. A Vendor Application is available at www.brookhavenga.gov.

If you have any question or concerns, please feel free to email:

City of Brookhaven

Purchasing Office

purchasing@brookhavenga.gov

- b. Prior to the due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Buyer named herein. A person authorized to sign for the Offeror must sign all such requests.

The City reserves the right to add provisions to the contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the City affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

Any exceptions to the agreement must be clearly identified, accompany the Offeror's proposal and be attached to the agreement. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another Offeror or that will cause a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of

**ADDENDUM #1
REQUEST FOR PROPOSAL**

notification, if not, this could lead to rejection of the Offeror's proposal. Offeror will not retype the enclosed contract.

V. CERTIFICATION

By my signature below, it is certified that my firm can meet all terms of the Proposal and will perform the services specified; and for the privilege of doing so on the City of Brookhaven premises. I understand that, upon proper acceptance of this offer by the City of Brookhaven, a contract will thereby be created.

Given under my hand this _____ day of _____, 20____.

Name of Firm

Signature

Title

Business Address

Email address

Sworn to and subscribed before me

this _____ day of _____, 20____.

Notary Public

My commission expires on the above date.

**ADDENDUM #1
REQUEST FOR PROPOSAL**

ADDENDUM #1
REQUEST FOR PROPOSAL
ATTACHMENT “A”
PROJECT REQUIREMENTS AND SPECIFICATIONS

ATTACHMENT “A”
PROJECT REQUIREMENTS AND
SPECIFICATIONS

ADDENDUM #1
REQUEST FOR PROPOSAL
ATTACHMENT “A”
PROJECT REQUIREMENTS AND SPECIFICATIONS

ADDENDUM #1
REQUEST FOR PROPOSAL
ATTACHMENT "A"
PROJECT REQUIREMENTS AND SPECIFICATIONS

The Inventory, Mapping, Assessment, Dry Weather Screening, and Source Tracing are listed below under the Common Requirements and the Task Specific Requirements.

1. COMMON REQUIREMENTS

The following COMMON REQUIREMENTS apply to each category of mapping, inventory, and assessment:

- A. Conduct all inventory, mapping, assessment, screening, and source tracing in accordance with the then-current approved SWMP and SWMP-adopted programs. Copies of each are posted for review on the City's procurement web page under this ITB solicitation number.
<https://www.brookhavenga.gov/finance/page/purchasing>
- B. Verify that previously mapped assets in the GIS database are mapped correctly and will remove or modify assets that are mapped incorrectly, not mapped, or duplicated.
- C. The City will provide available databases, maps, and/or information to the selected Vendor. Most of these data are available with this solicitation.
- D. Update GPS and map data as required:
 - D.1. In instances where asset data was not successfully obtained through past surveys,
 - D.2. A new system has been constructed since the last update, or
 - D.3. If the drainage system was modified by a recent maintenance project.
 - D.4. In these instances, assets will be located and mapped through GPS (horizontal projection: NAD 83 Georgia State Plane coordinates, West Zone and vertical elevations: NAVD88) to one-half foot accuracy.
 - D.5. Collected data will include physical descriptions, structural, and assessment data (ex. structure type, size, dimensions, invert, and crown).
- E. Submit data in electronic format compatible with the City GIS and Asset Management tool, CityWorks.
- F. Provide inspection forms in City-approved electronic format and upload to the GIS database so that formatted data forms can be viewed by City staff.
- G. Create and maintain a GIS Inventory Progress Dashboard that displays inspection progress as well as structures requiring maintenance. An example dashboard is available for inspection upon request.
- H. Append new data to existing records.
- I. Record elevation data at the top of each structure and at the pipe invert for headwalls. Record dropdown depths inside structures for each invert from the top of each structure. Where dropdown depths are provided, the corrected elevation will be provided.

ADDENDUM #1
REQUEST FOR PROPOSAL
ATTACHMENT “A”
PROJECT REQUIREMENTS AND SPECIFICATIONS

- J. Provide weekly reports summarizing progress. The report shall be submitted no later than each Tuesday for the previous week’s work. Reports will be simple and concise but will include the following: assets that require immediate maintenance including details and pictures, a list of structures inaccessible with explanations, a list of structures that are mapped incorrectly, and dry weather flow observed and source tracing details. Most weeks, a simple table appended to an email will be sufficient to meet this requirement.
- K. Provide a monthly updated schedule.
- L. In a timely manner, notify DPW of any assets that are inaccessible. The City will make reasonable efforts to assist with any access issues.
- M. Update and amend the GIS database with information on assets’ current conditions allowing the City to prioritize asset management tasks.
- N. Visually assess and provide photo documentation of structural inspections.
- O. Utilize the scoring matrix to assess each asset. The scoring matrix is based on criteria such as sediment/debris obstruction, stability (ex. erosion, sinkholes, undermining), vegetative growth, and/or structural integrity (ex. invert failure, cracks, and collapse). See the Appendices for additional information.
- P. Pole Camera
 - P.1. **Pole cameras for the project shall be EnviroSight Quickview airHD.**
 - P.1.1. Submissions for an equivalent product or better will be considered, but must have advance DPW approval.
 - P.2. A complete EnviroSight pole camera package, as sold by an EnviroSight authorized dealer, plus the optional range finder accessory, are required.
 - P.2.1. Quickview airHD camera head,
 - P.2.2. Bipod capable of 25’ extension with 30’ optional extender,
 - P.2.3. Batteries and charger,
 - P.2.4. Apple iPad or Android tablet,
 - P.2.5. WinCan SewerLink for Quickview,
 - P.2.6. Camera body pressurization system, and
 - P.2.7. Laser rangefinder accessory.
 - P.2.8. The EnviroSight package includes capabilities for on-image user-specified annotations and location details. At a minimum, the date of the image, the vendor name / Broohaven DPW, asset ID, and location information (nearest address) should be displayed in all images. For this reason, it is preferred that the pole camera is

ADDENDUM #1
REQUEST FOR PROPOSAL
ATTACHMENT “A”
PROJECT REQUIREMENTS AND SPECIFICATIONS

used for exterior images to provide consistency.

Q. Images:

Q.1. Images will be used by City staff to confirm asset assessments, illustrate issues to the public and elected officials, prioritize maintenance and rehabilitation work, compare asset condition from different points in time, and for other reasons. Thorough documentation of asset assessment through appropriate imagery is required.

Q.2. Representative and relevant digital images at each asset will be provided.

Q.3. At a minimum, digital images shall be no less than 3 and not more than 8 megapixels.

Q.4. Appropriate lighting should be used to record images of the inside of structures.

Q.5. All still images will be provided in JPEG or PNG format.

Q.6. Required Images.

Q.6.1. Asset Exterior (2 images min),

Q.6.1.1. At least one image far enough away to provide context and surrounding conditions

Q.6.1.2. At least one image which shows the representative condition of the asset, and

Q.6.1.3. Additional images as required to indicate acute issues unique to that asset

Q.6.2. Asset Interior (3 images min), at least one image depicting the representative condition of the asset, at least one image for each feature (inlet/discharge, control feature, connected asset, etc.), at least one image of the asset's bottom/foundation/invert, and images as required to indicate acute conditions unique to that asset

Q.6.3. Conveyances Interior (3 images min), at least one image at the conveyance's inlet / discharge side at the structure, at least one representative image zoomed to depict representative conditions inside the conveyance (focus of the image to represent pipe walls / joints or swale's sidewall), at least one image zoomed to the far end of the conveyance where it discharges or intersects a structure to illustrate the representative alignment of the conveyance, and representative images of abnormal conditions observed.

Q.6.4. Anomalies

Q.6.4.1. Where an asset is homogenous no additional images are generally required

Q.6.4.2. Where anomalies exist, additional images and/or video will be expected and required

Q.7. Insufficient documentation may result in rework at no additional cost to the City.

ADDENDUM #1
REQUEST FOR PROPOSAL
ATTACHMENT "A"
PROJECT REQUIREMENTS AND SPECIFICATIONS

- Q.8. Video. In some cases, it may be beneficial to illustrate conditions with video. Quality should be at least 720p in a standard video format commonly used for viewing in the Windows operating system, e.g. MP4.
- Q.9. Image quality:
- Q.9.1. Images must meet or exceed the required resolution and must be in-focus and centered on central subject of the image.
- Q.9.2. If additional images are required to convey illustrate the issue, then additional images are expected to be provided
- Q.10. Vendor shall create, and submit for approval, standardized image nomenclature conventions that quickly allow the viewer to determine asset location (e.g., Object ID, Facility ID), asset type (conveyance, structure, outfall, other), type of image (i.e. structure representative interior, structure bottom, structure exterior contextual, etc.), and inspection year
- Q.11. Images must be uploaded to the GIS / CityWorks portal, linked to the asset, and accessible in the GIS viewer by clicking on the asset. These details will be determined at the Kick-off meeting and may be updated from time to time
- R. Asset Ownership:
- R.1. The vendor shall generally accept the previously determined "Ownership" of all assets that conform to the general rules below:
- R.2. Assets in the "apparent right-of-way" are Public
- R.3. Assets on City-owned property are Public
- R.4. Assets that predominantly convey water from public streets and property are generally Public
- R.5. Assets that predominantly convey water from non-City owned property are generally owned by the adjoining property Owner and are Private.
- R.6. Assets in gated communities are generally Private
- R.7. Assets downstream from a non-City-owned stormwater facility are generally Private until they predominantly convey water from public streets
- R.8. Inaccessible assets on non-City-owned property are generally not Public.
- R.9. Newer assets may not be mapped. Consultation with City staff is required.
- R.10. In almost every case, Ownership should be determined. Only in rare cases will an Ownership category be labeled, "Unknown."
- R.11. It is part of the vendor's performance metric to accurately identify asset Ownership in the GIS. The City will support Ownership identification and will make the final determination on specific assets.

ADDENDUM #1
REQUEST FOR PROPOSAL
ATTACHMENT "A"
PROJECT REQUIREMENTS AND SPECIFICATIONS

- R.12. Upon request with a specific address, the City will attempt to provide a pdf or image file format of applicable recorded plats.
- S. Defects. Vendor shall
- S.1. Notify the City of any structural issues requiring immediate maintenance (i.e. health or safety hazard).
- S.2. Provide a summary of these high-priority assets along with the weekly report.
- T. Virtual Assets: The GIS database is setup to provide connectivity between branches of the drainage system. To accomplish this, Virtual Assets were created. A brief description of the types of virtual assets is below.
- T.1. Intersection: An Intersection type is essentially used to create LINK-NODE connectivity between systems that have "daylighted." Where a conveyance outfalls to a ditch, creek, stream, or other conveyance type, an Intersection structure type is generally used to connect the various conveyances. It is anticipated that some structures will be located but not be able to be accessed due to physical obstructions/limitations or may be buried or otherwise inaccessible for internal inspection. Structures meeting these requirements shall be classified as Virtual Structures. Virtual Structures shall be located with GPS coordinates, related to connecting features and attributed to the maximum extent possible.
- T.2. Greyed out Assets: Assets that are grey in color indicate either:
- T.2.1. An asset was assumed to be present at the time of mapping based on supporting documentation (e.g. Record Drawings/ As-Builts, approved LDP drawings, Recorded Plats, or other sources) but has not been field located,
- T.2.2. The asset has been known to exist in the past but cannot be located or has become inaccessible, or
- T.2.3. Other field indicators exist that make the presence of an asset probable, but it cannot be seen from the surface.
- T.2.4. The vendor should contact DPW to discuss required action.
- U. Access.
- U.1. Provide due diligence to access all assets.
- U.2. DPW will provide a letter of introduction requesting access to assets over private property and will provide status updates through its website and community email blast.
- U.3. DPW can provide assistance if structures are buried, welded shut, covered without manhole ring/covers or grates.
- V. Electronically convey data to the system of record via tablets running an ESRI Field Operations

ADDENDUM #1
REQUEST FOR PROPOSAL
ATTACHMENT “A”
PROJECT REQUIREMENTS AND SPECIFICATIONS

application (e.g. Survey 123), a CityWorks mobile app, or a customized electronic data form, formatted to append seamlessly to the system. Details to be finalized at the Project Kick-off Meeting. Samples of current forms are attached.

W. Schedule:

W.1. At the beginning of each inspection cycle, the Vendor will submit a work schedule that illustrates staffing levels, equipment inventories dedicated to the project, and an asset assessment schedule for each stormwater asset category for the year and quarter looking forward.

W.2. Each quarter, the Vendor will update the annual and quarter forward schedule.

X. Meetings:

X.1. DPW prefers on-site meetings

X.2. In addition to the Project Kick-Off Meeting, annually anticipate (and include in unit pricing) the following meetings:

X.2.1. Annual kick-off meetings,

X.2.2. Quarterly meetings with DPW staff,

X.2.3. Quarterly meetings with City GIS Manager, and

X.2.4. Monthly email collaboration with GIS Manager to tweak data delivery / data updates into the GIS and CityWorks.

X.3. Anticipate two to three additional on-site meetings per year to address unanticipated issues that may arise.

Y. Redundancy Plan. Develop and submit prior to the Project Kick-Off Meeting a Redundancy Plan which is built into the pricing so that at any time when work is scheduled to be underway, there will be at least one fully operational system, including staff, support equipment and vehicle(s), in service. The Vendor may anticipate down-time in the schedule submission.

Z. Training. At least annually, DPW will hold a brief in-field training session to review expectations and “tweak” the assessment and documentation approach to ensure the needs of the City are being met, to introduce workarounds for lessons-learned, and to go over other information that is more suitable for in-field and hand-on discussions. The Vendor may anticipate this training to occur as part of the annual kick-off meeting. All field-side project personnel should attend the training event.

ADDENDUM #1
REQUEST FOR PROPOSAL
ATTACHMENT “A”
PROJECT REQUIREMENTS AND SPECIFICATIONS

2. MS4 OUTFALL DRY WEATHER SCREENING (DWS) AND ASSESSMENT REQUIREMENTS

The REQUIREMENTS for assessing the City’s stormwater outfalls comply with Section 4.2.3 (Illicit Discharge Detection & Elimination) of the MS4 General Permit. The number of outfalls per geographical area is provided below. These numbers are believed to be accurate approximate, and over the course of the contract, DPW expects the vendor to verify the accuracy of the database.

STORMWATER OUTFALLS 2018-2022 inventory	
Area	Number
Area 1	83
Area 2	109
Area 3	85
Area 4	87
Area 5	102
Total	466

- A. Main references:
- A.1. BMP C-2 Update Outfall Map and Inventory
 - A.2. BMP C-3 IDDE Plan (Dry Weather Screening)
- B. Identify unmapped or incorrectly mapped and assess all outfalls meeting the permit’s definition of an outfall:
- B.1. “the most downstream point (i.e. final discharge point) on an MS4 where it discharges to receiving waters of the State”.
- C. When dry weather flow is observed, immediately conduct source tracing as specified in the IDDE Plan.
- D. Notify DPW staff within 24 hours of dry weather flow observed. Include source tracing activities completed and documentation including photographs, field observations, field measurements (temperature, pH, conductivity) and field test kit results for surfactants, fluoride, and fecal coliform (once results received).
- E. Provide a preliminary Report of Findings
- F. Complete follow-up investigations if the source cannot be identified and notify DPW staff of results.
- G. Provide a Final Report
- H. Reporting
- H.1. Dry Weather Screening
 - H.1.1. Prepare a single page report similar to the example provided in the Appendices

ADDENDUM #1
REQUEST FOR PROPOSAL
ATTACHMENT "A"
PROJECT REQUIREMENTS AND SPECIFICATIONS

- H.1.2. The same report format is used when flow is present and when flow is not present.
- H.2. When source tracing is necessary:
 - H.2.1. Provide an immediate (within 24-hours) preliminary report of findings in e-mail format describing the actions taken to conduct source tracing and in taking laboratory samples
 - H.2.1.1. When an acceptable discharge or flow source is determined to cause the dry weather flow (e.g., groundwater), explain the rationale for that determination. For example, if no surfactants, no fluorides, or no other possible sources (sanitary sewers, water mains, buildings, etc.) of inflow were detected, and the surface features do not promote the likelihood of other sources were found, state such and specifically indicate "SOURCE IDENTIFIED: *[INSERT SOURCE]*. NO FURTHER ACTION NECESSARY." A Final Report is not necessary.
 - H.2.2. When an illicit discharge is discovered, provide a detailed report in accordance with the reporting requirements of the IDDE plan.
 - H.2.3. Investigations must continue until the source of the illegal or illicit discharge is identified.

ADDENDUM #1
REQUEST FOR PROPOSAL
ATTACHMENT “A”
PROJECT REQUIREMENTS AND SPECIFICATIONS

3. MS4 STRUCTURES AND CONVEYANCES INVENTORY AND INSPECTION REQUIREMENTS

The REQUIREMENTS for assessing the City’s stormwater structures and conveyances comply with Sections 4.2.5 (Post-Construction Stormwater Management) and 4.2.6 (Pollution Prevention/Good Housekeeping for Municipal Operations) of the MS4 General Permit.

During the 2014-2018 and 2019-2022 reporting periods, stormwater structures and conveyances were surveyed, inventoried and assessed for structural integrity and other issues with the stormwater infrastructure. For the 2023-2027 period, stormwater structures and conveyances within the City will be re-assessed. Based on current GIS data, this includes 13,000 structures and 8,000 conveyances (closed conveyances (pipe) and City-owned ditches/swales). These numbers should be within 5% of the actual number. A detailed structural inventory map and table is available to the selected Vendor.

In addition to the COMMON REQUIREMENTS, the following list of tasks is provided to express the intent of the Scope of Service and is not provided to be all inclusive.

A. Main reference documents:

- A.1. BMP F-1 MS4 Control Structure Inventory and Map
- A.2. BMP F-2 MS4 Inspection Program)
- A.3. BMP F-3 MS4 Maintenance Program CoB MS4 Operation and Maintenance Program

B. RESERVED. Should there be ADDENDA items for Structures and Conveyances, those requirements will be inserted here and following.

ADDENDUM #1
REQUEST FOR PROPOSAL
ATTACHMENT “A”
PROJECT REQUIREMENTS AND SPECIFICATIONS

3.1. SMF AND GI/LID STRUCTURE INVENTORY AND INSPECTIONS

The REQUIREMENTS for assessing the City’s Stormwater Management Facilities (SMFs) and Green Infrastructure/Low Impact Development (GI/LID) structures complies with Section 4.2.5 (Post-Construction Stormwater Management) and 4.2.6 (Pollution Prevention/ Good Housekeeping for Municipal Operations) of THE MS4 General Permit.

During the 2014-2018 and 2019-2022 reporting periods, public & privately-owned SMFs and GI/LID structures were surveyed, inventoried and assessed for structural integrity and other issues with the stormwater infrastructure. For the 2023-2027 period, SMF and GI/LID within the City will be re-assessed. Based on current GIS data, this includes 428 SMF and 31 GI/LID structures. DPW expects these numbers to be within 10% of the total number of facilities.

The table below is based on current GIS data.

Ownership	SMFs	GI/LID Structures
Public	43	1
Private	374	10
DeKalb County	4	0
MARTA	3	0
Other	4	0
Total	428	11

A detailed stormwater management facility inventory map and table is included in the Appendix.

In addition to the COMMON REQUIREMENTS, the following list of tasks is provided to express the intent of the Scope of Service and is not intended to be all inclusive

A. Main reference documents:

- A.1. BMP E-2 Post-Construction Inventory
- A.2. BMP E-3 Post Construction Inspection Program
- A.3. BMP E-4 Post Construction Maintenance Program
- A.4. BMP E-6 GI/LID Program
- A.5. BMP E-5 GI/LID Structure Inventory
- A.6. BMP E-7 GI/LID Structure Inspection and Maintenance Program
- A.7. BMP F-1 MS4 Control Structure Inventory and Map

ADDENDUM #1
REQUEST FOR PROPOSAL
ATTACHMENT "A"
PROJECT REQUIREMENTS AND SPECIFICATIONS

- A.8. BMP F-2 MS4 Inspection Program
- A.9. BMP F-3 MS4 Maintenance Program
- A.10. CoB MS4 Operation and Maintenance Program.
- B. Inspection and Data Collection forms: Forms will be electronic and use the Sample Inspection Forms found in the Georgia Stormwater Management Manual (Blue Book) as the basis. In the past, these forms have been customized to the types of facilities generally found in the City. A sample of the current form is attached.
- C. Extent of SMF in Scope of Work
 - C.1. The City maintains inventories, maps, and assessments on all SMFs in the City, regardless of Ownership. All will be inspected.
 - C.2. The SWMP requires the City to report MS4 SMFs each year. MS4 SMFs are only those which were constructed a year after the Date of Designation as an MS4, or after December 2014. Therefore, the MS4 SMFs are segregated from the overall list of SMFs in the City.
- D. The extent of GI/LID in the Scope of Work is similar to that for SMFs.

ADDENDUM #1
REQUEST FOR PROPOSAL
ATTACHMENT “A”
PROJECT REQUIREMENTS AND SPECIFICATIONS

SCORING RUBRIC
MS4 INSPECTIONS AND ASSESSMENTS RFP
RFP # 23-106
BID OPENING: 4/5/23

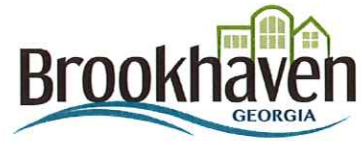
Vendor Name:													
A. Project Team			B. Similar Project Experience			C. Project Approach			D. Firm Information			F. Cost	
Max points	Awarded Points		Max points	Awarded Points		Max Points	Awarded Points		Max Points	Awarded Points		Max Points	Awarded Points
33	0		38	0		20	0		4	0		15	0
A.1. Project Team	21	0	B.1. Scope of Work	16		C. Project Approach			D. Firm Information			F. Cost	
Project Manager	7		Key:			Key:			Years in Business	1		Annual Fee Year 5	9
Lead Field Technician	7		Project Significantly Exceeds,	4		Meets Scope of Work and Requirements, and Proposes Project Enhancements / Innovations	20		Experience of Founding Partners	0.5		Hourly Cost for Source Tracing	3
Key GIS Staff Member	7		Project Meets / Matches, or	2		Meets Scope of Work and Requirements	18		Established local office > 3 yrs	0.5		From Rate Sheet: Cost for Project Manager, Key GIS Staff Member, EIT, and Mid-level Inspector for 160 hours	3
			Project Does not Match	0-1		Does not meet Scope and Requirements in more than 2 areas	10		Bankruptcies			Key:	
A.2. Point of Contact	Pass/Fail	Fail	Score:	0					None	2			
Principle in Charge			Project 1						Last 5 years	0		Lower 1/3 of Respondants	Item Max points
Project Manager			Project 2						Last 7 years	1		Middle 1/3 of Respondants	2/3 Item Max points
Key GIS Staff Member			Project 3									Upper 1/3 of Respondants	1/3 Item Max points
			Project 4						Score:				
A.3. Longevity with Firm	9	0	B.2. References	12					Bankruptcies				
Key:			Key:										
> 4 yrs	3		Excellent reference, 2/3 Key staff played significant role in project. Would use again	3									
> 2 yrs < 4 yrs	2		Strong reference, but proposed project team did not play a significant role. Would use again	2									
> 1 yr < 2 yrs	1		Verified work was performed, but referenced did not play a significant Owner role	0									
< 1 yr	0												
Project Manager	3		Score:	0									
Lead Field Technician	3		Project 1										
Key GIS Staff Manager	3		Project 2										
			Project 3										
A.4. Other Key Staff	3		Project 4										

H:\Public Works\STORMWATER\08-EPD & MS4 PROGRAMS\2022 RFP - MS4 Inventory Inspections\ITB_23-106_MS4_Inspections_Scoring_Rubric.xlsx

ADDENDUM #1
REQUEST FOR PROPOSAL
ATTACHMENT "A"
PROJECT REQUIREMENTS AND SPECIFICATIONS

END OF REQUEST FOR PROPOSAL

Addendum #1 RFP 26



DATE: March 29, 2023
TO: All Offerors
FROM: City of Brookhaven Purchasing Division
RE: Addendum #2
RPF 23-106 – MS4 Inspection and Assessment Services

City of Brookhaven
4362 Peachtree Road, Atlanta, GA 30319
Phone: 404-637-0500 • Fax: 404-637-0501
www.brookhaviga.gov

1. The following changes have been made to the above-referenced solicitation:
 - a. The Contractor shall acknowledge receipt of Addendum #1 and Addendum #2 in the Cover letter.
 - b. Time and due date of the Proposal has not changed:
2. Answers to written questions have been provided in the attached Memorandum.
3. All other terms and conditions remain the same.



MEMORANDUM

TO: Potential Respondents to RFP23-106 – MS4 Inspection and Assessment Services

FROM: City of Brookhaven Purchasing

DATE: March 28, 2023

SUBJECT: Addendum #2: Responses to Written Questions

Q1: Who were the attendees during the pre-conference meeting?

R1: See <https://www.brookhavenga.gov/finance/page/23-106-ms4-inspection-and-assessment-services>

Q2: Who was the previous consultant for Brookhaven's MS4 activities?

R2: Goodwin Mills Caywood

Q3: Does the city have a current budget allocated for MS4 activities?

R3: Yes, funding is in place for this project.

Q4: How many structures are in the MS4 inventory?

R4: See Addendum 1. The number of assets collected over the previous 5-year cycle is summarized.

Q5: Is the consultant selected responsible for the MS4 Annual report?

R5: No. The Scope of Work is clearly stated in the RFP.

Q6: It is our understanding that you would like this proposal to follow this order: 1. Cover Letter, 2. Executive Summary, 3. Project Team, 4. Similar Project Experience / Project References, 5. Project Approach, 6. Cost Proposal, and 7. Support Documents (Georgia Security and Immigration Compliance Affidavit, Drug Free Workplace, Purchasing Policy Addendum, Affidavit Verifying Status for Public Benefit Application, Non-Collusion Affidavit) Can you please confirm this order and let us know if there needs to be any changes in how we put the proposal together.

City of Brookhaven
4362 Peachtree Road, Atlanta, GA 30319
Phone: 404-637-0500 • Fax: 404-637-0501
www.brookhavenga.gov

R6: Addendum #1 Replaced the entirety of the “Request for Proposal” section, which followed the section entitled, “Request for Proposal Introduction.”

The response should be organized in a manner that the review team can easily locate the required documentation. The requirements listed under the “Request for Proposal” section, should be presented in that order. Under number 3. Evaluation and Selection Criteria, present the applicable items using the nomenclature and order provided.

For the Cost Proposal, use the form and format provided under #4. COST PROPOSAL. This form will build up to a total 5-year fee (Table 4B: Annual Fee Escalation). That fee should also be placed on the form labeled, “Exhibit H.” There will be no entry under “Additional Cost” on Exhibit H.

Table 4C: Total Hourly Cost to Perform Source Tracing for Illicit/Illegal Discharges should represent the total hourly rate to perform source tracing each time a qualifying discharge is identified during the Dry Weather Screening. This is the hourly cost for the source tracing team to conduct source tracing, and should include all aggregated costs anticipated to be incurred each hour the team is deployed and conducting source tracing. To be reimbursed for these costs, the date and time the source tracing event began and ended on-site shall be documented.

That hourly rate should include an estimate of cost to deliver samples to the lab, as there will not be a separate charge for driving time. Analytical Lab costs will be reimbursed at cost.

Item 4. COST PROPOSAL, the hourly rate table, and Exhibit H should be combined into a separate PDF file and submitted through Bonvoy.

Q7: On Addendum #1 RFP 7, Section II states “the package shall be in sealed envelopes” but down below in the same section it says, “proposals shall only be accepted online through the bonfire portal.” Could you please clarify how you would like the proposal submitted.

R7: See final paragraph in **BLUE** text in Response R6.

Q8: On Addendum #1 RFP 3, Section D. Firm Information, it asks for financial or proprietary information to be sealed and submitted separately, in addition to other information relevant to the RFP, the envelope should be labeled, ‘Contains Confidential and Proprietary Information.’ If we are only submitting through the bonfire portal online, how would you like this submitted?

R8: If proprietary or confidential information is submitted, it should be submitted as a separate PDF on Bonvoy and and labeled “Contains Confidential and Proprietary Information.”

Q9: It is our understanding that the Cover Letter is only supposed to be two pages maximum, is this correct?

R9: The firm description and firm background, contained in the Cover Letter, should be limited to two pages. The address block, greeting, required information listed under “1. Cover/Transmittal Letter,” closing, and signature blocks do not need to adhere to the two page limit.

Q10: Section I. REQUEST FOR PROPOSAL PROCESS requests a cover letter as Section 1, Section 3 Evaluation and Selection Criteria Item D: Firm Information requests “Up to two pages may contain general firm information, in Cover Letter.” Is this requesting a cover letter in this section or denoting firm information in addition to the cover letter?

R10: See R8.

Q11: Section I. REQUEST FOR PROPOSAL PROCESS lists Section 4. References and 5. Previous Experience – Project References while 2. Evaluation and Selection Criteria under B. Similar Project Experience also requests references for the four projects. Should we list additional references under Section 4. References and 5. Previous Experience – Project References or only on the four project pages located in B. Similar Projects?

R11: References and Previous Experience – Project References can be included under the Evaluation and Selection Criteria.

Q12: Several location[s] within the RFP note sealed envelopes, but then it notes "Proposals shall only be accepted online through the Bonfire Portal". Can you please clarify the form of submission?

R12: All response will be electronic and submitted through Bonvoy.

Q13: Section 5. PROPOSAL SELECTION notes that "provide enough data to lead evaluators to the conclusion that your firm has the financial capability to perform." Will an audit from FY 2021 be sufficient to review, our audit from 2022 is not yet available. Can we mark this as confidential and upload as a separate file?

R13: An audit is not specifically required, however, if respondents feel the last available audit addresses the question / requirement, then it may be submitted. It may be submitted as a separate, confidential file.

Q14: Please confirm that the draft contract on pages 3-6 of the original RFP are for informational purposes and do not need to be signed and returned as part of this package.

R14: The included contract is the actual contract and must be signed at the time of submission. Submittals which don't include the signed contract will be rejected and will not be evaluated further.

Q15: Exhibit C Drug Free Workplace states that "Each service provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification: "As part of the subcontracting agreement with _____ (Service Provider), _____ (Subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract"". Is this statement meant to be completed by the subcontractors as part of this proposal or if and when the contract is won?

R15: The Subcontractor will not be qualified to perform services under this Contract until that requirement has been met.

Q16: On page 35 in the RFP under section F. It says "Unit Rates shall be provided as directed in the table" We were curious if there is a table to base this off of in order for us to be able to determine and accurate price.

R16: Tables 4A-4C were provided in Addendum #1 and should be used.

Q17: On page 31, Section 3, Scope of Services and Specifications, the RFP references Project Requirements and Specifications found in Attachment A. This Attachment does not appear to be included with the RFP. Will this be provided?

R17: The PROJECT REQUIREMENTS were omitted in the initial advertised RFP. They were included in Addendum #1.

Q18: On page 35, Item F4, the RFP states "Proposed fees are to be evaluated based on the total Year 5 fee." Shall we also include proposed fee for Years 1 – 4 and/or annual cost escalators?

R18: Tables 4A-4D, Addendum #1, address this question. Please fill out the tables completely.

Q19: Page 35 and 36 of the RFP discusses financial information and notes that the City reserves the right to perform due diligence with regard to financial capability. Page 35 also makes reference to financial or proprietary information being in an envelope. Please confirm that this submittal is (1) electronic, and (2) no financial documentation is being requested at this time other than "enough data to lead evaluators to the conclusion that the firm has the financial capability to perform."

R19: All submittals are electronic through Bonfire. No financial documentation is specifically REQUIRED, but the evaluators are evaluating and scoring the Proposals based solely on the information provided. There will not be an opportunity to provide additional information to satisfy Proposal Requirements at a later time.

Q20: Page 31, Section 3, Scope of Services and Specifications references Attachment A, which does not appear to be included in the document. Given that the information in this attachment is critical to our response, will the City consider extending the due date for this solicitation?

R20: Addendum #1 provided the proper specification and the due date was extended to April 5, 2023.

Q21: On page 37 under 'Request for Proposal Section IV. Other Considerations' it states that vendors must be registered to sell products or services to the City of Brookhaven. Does this registration need to be done prior to submission of the RFP? Can we just certify that our firm will become a registered vendor upon selection?

R21: Registration does not need to occur prior to submission as it is a clerical activity. Yes, a certification of acceptance of this requirement is sufficient for this submittal.

Q22: If any, what documents need to be signed / submitted for subcontractors?

R22: The Subcontractor Affidavit.

Q23: What format does the city want the GPS and corresponding information collected to be delivered in?

R23: The specific package will be determined after Award, but it will be collected with a handheld GPS unit into a software package similar to ESRI ArcGIS Survey 123 formatted to drop data directly into the City's ArcGIS Online system.

Q24: Is GIS development to draw and connect all the pipes and line work for the storm water system included in the scope of work or is the data to be provided just behind the point locations where all information, data and assessment are collected?

R24: This contract will primarily add on to the existing GIS database and maps. Other work under this contract will be to map and assess newly constructed or newly identified assets, but this has been a minor task in the past.

If the City annexes other areas, the unit rates for the mapping and assessment will be assessed for their applicability. In the past, DeKalb County has delivered the electronic GIS database and newly collected assessments replaced the initial data.

If newly annexed areas require additional services, the Scope of Work and Fees will be negotiated and addressed through an amendment.

Q25: Will the vendor be responsible for any map implementation, setup, training for city staff or users or is this just a hand off of deliverables?

R25: The City's MS4 database is a mature system that primarily needs new cyclical assessments and not new mapping and is primarily a hand-off of deliverables after the format of those deliverables is agreed upon and will be generally. Some setup of dashboards, weekly reporting, electronic report sheets to support MS4 Reporting will be required. The City's GIS Manager will be heavily involved.

Q26: What accuracy and/or technology does the city want the mapping information collected at?

R26: This is detailed in the REQUIREMENTS.

Q27: Does the city desire DWS information to be collected during the routine sweep of the area or does the city want this done subsequently at a particular interval or request of the city during the duration of the contract or both? We are trying to establish the quantity of this sample collection?

R27: As long as the Annual Scope of Work and Deliverables are provided to support the MS4 Annual Report, the method, schedule, staffing, etc. will be up to the Contractor. In the past, DWS, Pond Inspections, and Structure/Conveyance assessments have been three separate tasks performed on different schedules.

Q28: Upon lab results of DWS, will the vendor be responsible for continuous screening and sampling for water quality pollutants in the flow for a particular time frame(until source tracing is established, or for a time frame after)?

R28: Source tracing begins immediately upon discovery of a potential illicit discharge. The assumption for the basis of question Q28 is erroneous. Consult the IDDE Plan, BMP C-3, Dry Weather Screening found in the Appendix for the required procedures.

Q29: Will the vendor be responsible for the IMOP procedures and response in Appendix B for assets that are deemed part of post construction?

R29: In general, yes. The goal of the program is to inventory, map, and assess 100% of the public and private stormwater assets in the applicable Inspection Zone each year. This does not include creeks and streams or outfall ditches / swales on private property. Responsibility ends at the last structure or closed conveyance.

Q30: The RFP asks for Unit Pricing. Can you please define the unit. Or was this meant to be a staff rate? For example we anticipate the assessment of GI/LID Structures to have a very different labor requirement than for example a single manhole. Should our unit price be uniform across every type of structure we encounter?

R30: Refer to Tables 4A-4C. Costs for each type of inspection are aggregated separately then summed to achieve the Year 1 Annual Fee. It will be assumed for the purposes of Proposal Evaluation that the same number of assets by asset type are inspected each year so that the total 5-year fee includes all assets. To estimate the Year 2 fee, the Contractor's Year 2 Escalator is applied to the Year 1 fee:

$$\text{Year}_x \text{ Fee} = \text{Year}_{x-1} \text{ Fee} * (1 + \text{Year}_x \text{ Escalator})$$

After Award and before issuing the Notice to Proceed, estimated annual fees will be balanced to reflect the anticipated number of assets in each Inspection Zone. A Purchase Order(s) will be issued for that year reflecting that estimate. At the end of each inspection year, the fee will be adjusted to reflect the actual number of assets inspected for the year. An invoicing template will be agreed upon prior to the first invoice, and periodic adjustments may be made to facilitate project management.

For Source Tracing, invoicing / payment will be based on the established hourly rate.

Q31: Where should we put the analysis and report for maintenance recommendations and priorities. Should it be shown on the additional costs line or wrapped up in the per unit

R31: Maintenance recommendation and priority of condition IS the assessment and are drop down choices for each asset in the database. There is no additional cost associated with providing this information. If the question refers to the Contractor's own internal QA/QC, that is part of the cost of performance and should be included in the unit pricing.

The City will work with the Contractor to establish the guidelines for maintenance and priority assessments during the Project Kickoff phase of the project.

Q32: RFP pg30, IMOP p17: What level of “Public Education and Outreach “ is expected as part of the Minimum Control Measures (MCMs)

R32: None. This is not part of the Scope of Work listed in the RFP. The IMOP is for reference.

Q33: IMOP pg7, 24-28: is the inventory, inspection, mapping, and condition assessments for the full 12,000 drainage structures, 200 miles of conveyance, 350 pond or just the MS4 1,900 structures, 38 miles of pipe, 10 miles of ditch, 39 ponds?

R33: The number of assets is listed in the RFP.

Q34: IMOP pg7, for the GI/LID structures with infiltration components (bioretention, infiltration trench, enhanced swale): would testing of the engineering media or infiltration be expected? Or visual observations only?

R34: Visual indicators and Professional Judgement only. The Contractor will flag adverse indicators and the City will contact the Owner to take the next steps.

END OF MEMORANDUM

END OF ADDENDUM #2

Exhibit 3
 Bid Tabulation
 MS4 INSPECTIONS AND ASSESSMENTS RFP
 RFP # 23-106
 BID OPENING: 4/5/23

Final Overall Scores & Rankings	BureauVeritas		GMC		ISE		Pond		_R2T		RKK	
TOTAL SCORE	32.7		79.7		91.8		72.5		66.8		75.3	
RANK	6		2		1		4		5		3	
A. Project Team - Total	17.0		29.3		32.3		29.3		24.0		30.3	
B. Similar Project Experience	4.7		24.0		24.7		15.7		16.5		20.0	
C. Project Approach	5.0		18.0		17.3		14.0		15.0		13.3	
D. Firm Information	3.0		3.3		3.5		3.5		3.3		3.7	
F. Cost	3.0		5		14		10		8		8	
Annual Fee, Year 5	0	\$ -	3	\$ 863,552	9	\$ 458,290	6	\$ 766,404	3	\$ 3,638,514	6	\$ 782,779
Hourly Cost for Source Tracing	3	\$ 105.00	1	\$ 175.00	2	\$ 125.00	2	\$ 120.00	3	\$ 108.20	1	\$ 165.00
Total Rate, Key Staff, 160 hrs.	0	\$ -	1	\$ 112,800	3	\$ 69,600	2	\$ 80,800	2	\$ 75,360	1	\$ 91,200

Firm: Total Scores

H:\Public Works\STORMWATER\08-EPD & MS4 PROGRAMS\2022 RFP - MS4 Inventory Inspections\Scoring Summary_RFP_23-106_MS4_Inspections.xlsx



[Request for Proposal]

City of Brookhaven
MS4 Inspection and Assessment Services
RFP 23-106

April 5, 2023



1039 Sullivan Road, Suite 200
Newnan, GA 30265
(p) 678.552.2106 | (f) 678.552.2107
L.H. (Dan) Davis, Jr., P.E. | ddavis@intse.com

TABLE OF CONTENTS

COVER LETTER..... 1

EXECUTIVE SUMMARY..... 1

PROJECT TEAM..... 2

 TEAM ORGANIZATION..... 2

 KEY PERSONNEL RESUMES..... 3

SIMILAR PROJECT EXPERIENCE..... 7

 CITY OF SUWANEE..... 7

 CITY OF FAYETTEVILLE..... 9

 CITY OF NORCROSS..... 11

 CITY OF SOUTH FULTON..... 13

 REFERENCES..... 16

PROJECT APPROACH..... 17

April 5, 2023

City of Brookhaven
City of Brookhaven Purchasing Department
4362 Peachtree Road
Brookhaven, GA 30319

Re: Response to Request for Proposal for MS4 Inspection and Assessment Services RFP #23-106

Dear Sirs and Madams:

We respectfully submit our response to the Request for Proposal for the MS4 Inspection and Assessment Services project for your consideration. We believe that our Newnan, Georgia based team, comprised of professionals from **Integrated Science & Engineering** has unique competence and relevant experience with multiple projects similar in nature and scope to this project. In this proposal, you will find our qualifications for MS4 Inspections and Assessment Services.

If chosen, we will not only serve as the MS4 inspections and assessment services team for this project in a traditional sense but will seek to become an extension of your staff and project stakeholders – we value close communication and relationships with our Clients. We keenly understand the modern-day challenges of meeting increasing service demands within a volatile labor and materials market with increasing regulatory burdens, while meeting taxpayer expectations for efficiency and excellence in governance. Our Project Team will do everything in our power to ensure a successful project.

Company Background

Integrated Science & Engineering, Inc. (ISE) was incorporated in 1977 as a Georgia Corporation and as a civil engineering and land surveying firm. In 1996, the firm endeavored to specialize in engineering services to local governments. Over the last 30 years, ISE has assembled a diverse and well-qualified group of professionals that are well-suited and positioned to work on many types of engineering projects. We have differentiated ourselves in the water resources market and are considered local experts in MS4 inspections and assessment services, water resources engineering, surveying, and utility design.

Our client base includes both the public and private sectors. We have provided services to hundreds of clients in city and county governments, school boards, state authorities as well as developers in healthcare, residential, educational, commercial, office/business parks, and industrial sites. We have a successful track record in meeting the challenges of planning and designing complex projects. Our diverse staff of **33**, including process and civil engineers, environmental scientists, technicians, and surveyors enables us to plan and design infrastructure from a more comprehensive approach than a traditional engineering firm.



Firm Information

Name:	Integrated Science & Engineering
Address:	1039 Sullivan Road, Suite 200, Newnan, GA 30265
Phone:	678.552.2106
Fax:	678.552.2107
Website:	www.intse.com
Owner:	Lawrence H. (Dan) Davis, Jr., P.E.
Contact:	Jason Ray, GISP / Email: jray@intse.com / 678.859.8815
Branch Offices:	None
Years of Business:	45

Jason Ray, GISP, will serve as the Project Manager and the main point-of-contact for the project. Jason has proven experience as a Project Manager in both a private and public capacity as you will see throughout our proposal. He has a diverse background in the water/stormwater field and has successfully managed several large MS4 inspections and assessment projects. Jason can be contacted at 678.859.8815 (cell) or by email at jray@intse.com. L.H. (Dan) Davis, Jr., P.E. will serve as the contract signatory for any agreements entered in with the City of Brookhaven.

We look forward to the opportunity of working with the staff and leadership of the City of Brookhaven. We would greatly appreciate the opportunity for an interview to demonstrate our capabilities and commitment to this project. We have received and read through both Addendum #1 and Addendum #2. We also acknowledge that when a selection has been made we will need to sign up as a vendor to the City of Brookhaven.

If you have any questions or require further explanation of the information contained herein, please feel free to contact me by phone at 678.552.2106 or by email at ddavis@intse.com.

Sincerely,

INTEGRATED SCIENCE & ENGINEERING, INC.



L.H. (Dan) Davis, Jr., P.E.
President/CEO

EXECUTIVE SUMMARY

In this proposal you will find our qualifications for MS4 Inspections and Assessment Services. ISE has conducted MS4 Inspections and Assessment Services for over 30 years for many different municipalities across the state of Georgia. During this time ISE has always maintained close communication with clients and we keenly understand the modern-day challenges of meeting increasing service demands within a volatile labor and materials market with increasing regulatory burdens, while meeting taxpayer expectations for efficiency and excellence in governance. We value the relationship with our clients and work hard to make sure all their needs are met.

In this proposal you will see that our Project Team has vast experience with similar projects of nature and scope.

- **Jason Ray, GISP** will serve as the **Project Manager**, and he brings over 16 years of experience leading teams in MS4 Inspections and Assessment Services for municipal clients across the state of Georgia.
- **Travis Satterfield** will serve as the **Lead Field Technician**, and he has lead teams for over 5 years on MS4 Inspections and Assessment Services projects for municipal clients across the state of Georgia.
- **Hope Larisey, MBA** will serve as the **GIS Specialist** for the MS4 Inspections and Assessment Services project. She has worked in this role for over 20 years for municipal clients across the state of Georgia.
- **Lisa Perrett** will serve as the **Environmental Technician** for this project. She has worked in this role across the state of Georgia assisting different municipal clients for over 25 years.

You will also find in this proposal a list of completed projects of similar nature and scope related to MS4 Inspections and Assessment Services as well as verified references of clients that MS4 Inspections and Assessment Services projects were completed for. ISE has completed MS4 Inspections and Assessment Services for clients across the state of Georgia. Key projects and references are listed below.

Similar Project Experience:

- **City of Suwanee, GA. MS4 Inspections and Assessment Services, Suwanee, GA**
- **City of Fayetteville, GA. MS4 Inspections and Assessment Services, Fayetteville, GA**
- **City of Norcross, GA. MS4 Inspections and Assessment Services, Norcross, GA**
- **City of South Fulton, GA. MS4 Inspections and Assessment Services, South Fulton, GA**

Project References:

- **City of Suwanee, GA. Bob Dean, Director of Public Works**
770.904.3373 / bdean@suwanee.com
- **City of Fayetteville, GA. Chris Hindman, Director of Public Services**
770.460.4684 / Chindman@fayetteville-ga.gov
- **City of Norcross, GA. Donald Maxwell, Stormwater Superintendent**
770.710.6483 / Donald.maxwell@norcrossga.net
- **City of South Fulton, GA. Antonio M. Valenzuela, Director of Public Works**
470.809.7451 / Antonio.valenzuela@cityofsouthfultonga.net

In this proposal we have provided a detailed scope of work and attached separately is our cost proposal. We are very excited for the opportunity to be able to build a relationship with the City of Brookhaven. We will be working out of our Newnan, Georgia based office approximately 45 miles from the City of Brookhaven. Our address is 1039 Sullivan Road, Suite 200, Newnan, Georgia 30265, and our office phone number is 678-552-2106. We believe that we have the experience and qualifications to complete this project in an efficient and excellent manner and are looking forward to the opportunity to showcase our abilities.

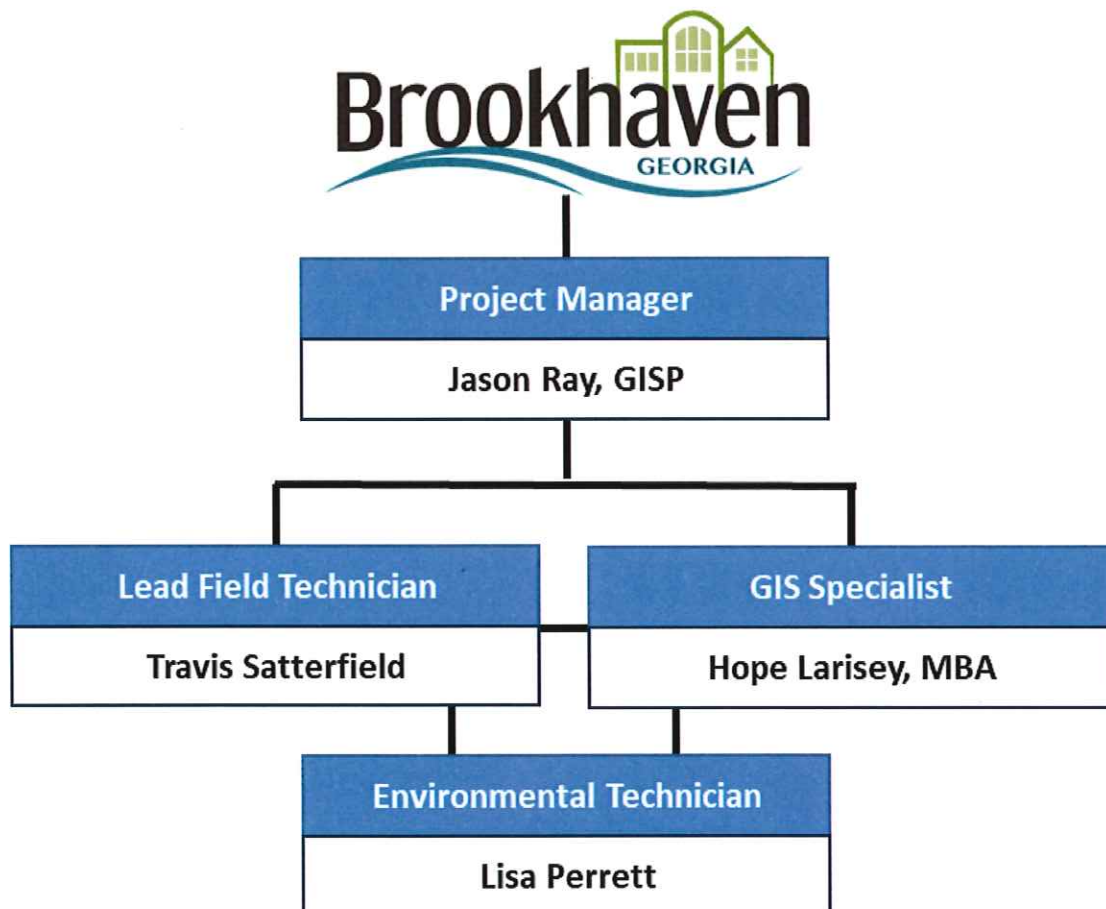
PROJECT TEAM

The Project Team has the necessary personnel and resources for the proposed contract. The following personnel from Integrated Science & Engineering will be assigned to the City of Brookhaven contract. *Please refer to the **Key Personnel Resumes** herein for additional information on their qualifications.*

Name	Project Role	Experience	Location
Jason Ray, GISP	Project Manager	16 Years	Newnan
Travis Satterfield	Lead Field Technician	5 Years	Newnan
Hope Larisey, MBA	GIS Specialist	20 Years	Newnan
Lisa Perrett	Environmental Technician	25 Years	Newnan

Team Organization

The following chart shows the organization and management structure of the proposed Project Team. This chart depicts the interaction/communication between the Project Team personnel.



Key Personnel Resumes

Jason Ray, GISP

Project Manager – Integrated Science & Engineering

Experience

16 Years

Education

- Bachelor of Science with a concentration in rural/urban planning and GIS, University of West Georgia, 2006

Registration

- GISP, #91315, 06/25/15
- GSWCC Level 1A Certified Personnel
- NASSCO MACP & PACP Certified

Location

Newnan, GA

Jason serves as a GIS Professional for ISE. Jason has experience in database design, GIS application development, database QA/QC, and hydrologic and hydraulic data development and analysis. Jason also has experience in leading teams in MS4 inspections, detention pond inspections and CCTV services. Through his experience, Jason has an extensive knowledge related to current GIS software, how GIS is used by different County and City departments, and the means by which data is organized and analyzed. Jason's experience includes:



NPDES Phase I & Phase II MS4 Permittee MS4 Inventory Mapping, Inspecting, GIS Map Creation, and Database Development for Various Municipal Clients. Reviewed data for quality and accuracy during the collection of the MS4 inventory/stormwater mapping, development and management of the GIS database, and assisted with the education to City and County staff. These projects required the use of both mobile and desktop GIS, GPS, and database software to inventory stormwater structures. Also included was a condition and water quality assessment of the stormwater system. All GIS maps that were created and inventory work performed assisted these communities in meeting requirements of their NPDES Permits. ISE currently provides these services for 19 municipal clients throughout Georgia.

Jason has served as the Project Manager for MS4 inspections and assessment services for many different municipal clients across the state of Georgia. Jason's MS4 inspections and assessment services as a Project Manager experience includes:

- City of Suwanee, GA. MS4 Inspections and Assessment Services, Suwanee, GA – Project Manager
- City of Fayetteville, GA. MS4 Inspections and Assessment Services, Fayetteville, GA – Project Manager
- City of Norcross, GA. MS4 Inspections and Assessment Services, Norcross, GA – Project Manager
- City of South Fulton, GA. MS4 Inspections and Assessment Services, South Fulton, GA – Project Manager
- City of Lawrenceville, GA. MS4 Inspections and Assessment Services, Lawrenceville, GA – Project Manager
- City of Fairburn, GA. MS4 Inspections and Assessment Services, Fairburn, GA – Project Manager
- City of Clarkston, GA. MS4 Inspections and Assessment Services, Clarkston, GA – Project Manager

Travis Satterfield

Lead Field Technician – Integrated Science & Engineering

Experience

5 Years

Education

- Bachelor of Science, Business Administration, University of West Georgia, 2012

Certifications

- MS4 Compliance & Enforcement Certified Inspector
- NASSCO PACP & LACP & MACP
#P0033631-092021

Software

- ArcGIS Map, ArcGIS Pro, ArcGIS Online and Collector-Field Maps
- WinCan VX for CCTV

Location

Newnan, GA

Travis serves as a Lead Field Technician at ISE. Over the past five years Travis has worked with a wide array of clients and municipalities across the state of Georgia. Travis provides a unique service in his role at ISE, specifically in MS4 inspections of stormwater structures and pipes within a GIS database as well as experience with detention pond inspections for many different municipalities across the state of Georgia. Travis also has experience in CCTV operation and analysis of stormwater and sanitary sewer systems.

Travis has served as the Lead Field Technician for multiple MS4 inspections and assessment services for many different municipal clients across the state of Georgia. Travis's MS4 inspections and assessment as a Lead Field Technician experience includes:

- City of Suwanee, GA. MS4 Inspections and Assessment Services, Suwanee, GA – Lead Field Technician
- City of Fayetteville, GA. MS4 inspections and Assessment Services, Fayetteville, GA – Lead Field Technician
- City of Norcross, GA. MS4 Inspections and Assessment Services, Norcross, GA – Lead Field Technician
- City of South Fulton, GA. MS4 Inspections and Assessment Services, South Fulton, GA – Lead Field Technician
- City of Lawrenceville, GA. MS4 Inspections and Assessment Services, Lawrenceville, GA – Lead Field Technician
- City of Fairburn, GA. MS4 Inspections and Assessment Services, Fairburn, GA – Lead Field Technician
- City of Clarkston, GA. MS4 Inspections and Assessment Services, Clarkston, GA – Lead Field Technician
- City of Chamblee, GA. MS4 Inspections and Assessment Services, Chamblee, GA – Lead Field Technician

Travis also has experience as a Lead Field Technician for CCTV pipe inspections and detention pond inspections. His experience includes:

CCTV Pipe Inspections

City of Suwanee, GA
City of Fayetteville, GA
Lake Lanier Islands Resort
City of South Fulton, GA
City of Newnan, GA

Detention Pond Inspections

City of Fayetteville, GA
City of College Park, GA
City of Suwanee, GA
City of Lawrenceville, GA
City of Centerville, GA



Hope Larisey, MBA

GIS Specialist – Integrated Science & Engineering

Experience

20 Years

Education

- Bachelor of Science in Chemistry, Georgia State University, 1998
- Master of Business Administration in Finance, Georgia State University, 2000

Certifications

- GIS Certificate, University of West Georgia, 2019

Licensure

- FAA UAS - 4071089

Software

- ArcGIS Map, ArcGIS Online and Collector

Professional

Memberships

- Southeast Stormwater Associations

Location

Newnan, GA

Hope serves as a GIS specialist in the Water Resources Group. She has an extensive background of over 20 years providing clients with analytical, regulatory, and compliance services. As a member of our technical staff, Hope has worked on numerous projects from all aspects of civil site design including commercial, medical/healthcare, institutional, water/wastewater facilities, stormwater management, and much more.

Hope has served as the GIS Specialist for many different municipal clients across the state of Georgia. Hope's specific project experience includes:

- City of Suwanee, GA. MS4 Inspections and Assessment Services, Suwanee, GA – GIS Specialist
- City of Fayetteville, GA. MS4 Inspections and Assessment Services, Fayetteville, GA – GIS Specialist
- City of Norcross, GA. MS4 Inspections and Assessment Services, Norcross, GA – GIS Specialist
- City of South Fulton, GA. MS4 Inspections and Assessment Services, South Fulton, GA – GIS Specialist
- City of Lawrenceville, GA. MS4 Inspections and Assessment Services, Lawrenceville, GA – GIS Specialist
- City of Fairburn, GA. MS4 Inspections and Assessment Services, Fairburn, GA – GIS Specialist
- City of Dacula, GA. MS4 Inspections and Assessment Services, Dacula, GA – GIS Specialist
- City of Clarkston, GA. MS4 Inspections and Assessment Services, Clarkston, GA – GIS Specialist
- City of Chamblee, GA. MS4 Inspections and Assessment Services, Chamblee, GA – GIS Specialist

Hope also provided professional GIS services on a weekly basis to the City of Peachtree, GA City's Public Works Department. During this time, she delineated new construction impervious area for Stormwater Utility. Field verified and updated GIS for stormwater, streetlight, traffic light, and cart path systems. Created inventory and maps for NPDES annual report. Trained staff to edit attributes.

During the Lake Peachtree Spillway Replacement in Peachtree City, GA she served as GIS specialist assisting the engineering staff in the water volume analysis of Lake Peachtree for use in temporary coffer dam construction during replacement of the Dam Spillway in Peachtree City, GA.



Lisa Perrett

Environmental Technician – Integrated Science & Engineering

Experience

25 Years

Education

- Bachelor of Science,
Illinois State University,
1985

Location

Newnan, GA

Lisa serves as an Environmental Technician for ISE in the Water Resources Group. She has an extensive background of over 38 years working with the Environmental Protection Division, 25 of those years overseeing municipal stormwater programs, including reviewing plan documents and annual reports, conducting inspections for program implementation, and enforcing regulations. She also has provided technical assistance to municipalities to ensure permit compliance.

Lisa has also drafted and issued NPDES permits for municipal separate storm sewer systems, including Phase I Large, Phase I Medium, and Phase II MS4s. The Phase II permittees include Department of Defense facilities and the Georgia Department of Transportation. She has participated in stakeholder meetings, public meetings, and public hearings as part of the permit process. She also has developed templates for the stormwater management program, annual reports, and permit applications.

Lisa has served as the Environmental Technician for many different municipal clients across the state of Georgia. Lisa's specific project experience includes:

- City of Suwanee, GA. MS4 Inspections and Assessment Services,
Suwanee, GA – Environmental Technician
- City of Fayetteville, GA. MS4 Inspections and Assessment Services,
Fayetteville, GA – Environmental Technician
- City of Norcross, GA. MS4 Inspections and Assessment Services,
Suwanee, GA – Environmental Technician
- City of South Fulton, GA. MS4 Inspections and Assessment Services,
South Fulton, GA – Environmental Technician
- City of Lawrenceville, GA. MS4 Inspections and Assessment Services,
Lawrenceville, GA – Environmental Technician
- City of Fairburn, GA. MS4 Inspections and Assessment Services,
Fairburn, GA – Environmental Technician
- City of Clarkston, GA. MS4 Inspections and Assessment Services,
Clarkston, GA – Environmental Technician
- City of Chamblee, GA. MS4 Inspections and Assessment Services,
Chamblee, GA – Environmental Technician

For Phase I Large MS4s and Phase II MS4s Lisa has compiled data and prepared annual reports for submittal to the Environmental Protection Division. She has also written stormwater management programs for Phase II, describing the stormwater related activities for the five year permit cycle. She has conducted field inspections for MS4 related projects.

SIMILAR PROJECT EXPERIENCE

City of Suwanee

Suwanee 2008-Ongoing NPDES Phase I Assistance

From 2008 to 2023, ISE has assisted the City of Suwanee (City) with the implementation of their NPDES Phase I Municipal Separate Storm Sewer System (MS4) Program. Annually, ISE has assisted in the following activities required by the City's Stormwater Management Program (SWMP):



1. **Dry Weather Screening** – Annually, dry weather screen 20% of the total number of outfalls within the city limits that outfall to Waters of the State. Dry weather screening will be performed according to the City's dry weather screening procedures approved by the EPD. The EPD approved dry weather screening checklist will also be filled out for each outfall visited and inspected. The checklists will be delivered in a format that can be easily inserted into the City's Annual Report. Additionally, this task will include preparation of a map for insertion into the annual report outlining the outfalls screened as part of this effort. This effort will constitute Level 1 visual screening.

If a dry weather discharge is present, the discharge will be tested per EPD requirements for pH level and specific conductivity utilizing an in-situ water quality meter and field observations noted. Additionally, a sample will be collected and analyzed for fluoride and surfactants by a laboratory (Analytical Environmental Services). This effort will constitute Level 2 in-situ water quality screening.

Source Tracing

Source tracing activities will need to be completed if the dry weather screening data indicates that there is a potential water quality impairment present (see parameters above). The City will be notified immediately if the in-situ parameters or Colorimeter readings indicate that there is a potential illicit discharge prior to beginning any source tracing activities. ISE will not initiate source tracing activities without prior authorization of the City.

Source tracing will involve following the MS4 system "upstream" to identify the source of the non-stormwater discharge. Please note that the NPDES Phase I permit requires that the City source trace 100% of the identified illicit discharges and notify the illicit discharger to cease the activity if the source tracing clearly documents the source. If the source cannot be definitively identified, the City is only required to document the activities undertaken and the findings. All the source tracing work should be performed according the EPD approved Source Tracing Procedures included in the City's SWMP.

If ISE performs a source tracing work effort, the estimated cost for ISE to conduct the work will be based on a "per source tracing exercise", not to exceed three hours of field time by the ISE staff person. If the illicit discharge source cannot be clearly identified within a three-hour time frame, the work will be documented and provided to the City for possible further investigation.

2. **MS4 Inventory Inspections** – Annually, inspect 20% of the City’s storm structures, storm pipes, and ditches. Data collection efforts for this task will consist of field personnel recording data for the public stormwater drainage system structures on a handheld tablet, which includes a GPS with submeter accuracy. This tablet has the ArcGIS Field Maps application which allows the inspector to update the MS4 inventory in real time. Additionally, ISE staff can follow the inspection process from the office as the data is being hosted by ArcGIS Online. Inspections will follow the City’s EPD approved MS4 inspection procedures. During the inspection process, ISE will take the following pictures of each structure and conveyance:

- Area photo of vertical structure - Photo that shows the vertical structure and surrounding permanent structures (house, hydrant, etc.) that makes it easier to locate it in the field.
- Topside photo of vertical structure - Photo shot from the manhole into the structure aimed at the structures invert.
- Outflow conveyance photo from vertical structure - Photo shot from structures invert facing the outflow conveyance structure.
- Inflow conveyance photos from vertical structure - Photo shot from the structures invert facing the inflow conveyance structure(s)

To keep costs low, the City has approved the use of a GoPro HERO11 for pipe and structure photos. The HERO 11 provides sharp 27-megapixel photos. Matched with a 3000 lumens flashlight, approximately 30 ft of pipe (upstream and downstream) can be viewed and assessed.

After the inspections have been completed, ISE staff will export the inspection data from ArcGIS Online. The data will be saved in Microsoft Excel and included in the City’s annual report. Additionally, ISE will create GIS maps of the structures and pipes inspected during the reporting period. These maps will also be included in the annual report.

CLIENT	PROJECT TEAM
City of Suwanee Bob Dean 770.904.3373 bdean@suwanee.com	Jason Ray GISP, Project Manager Travis Satterfield, Lead Field Technician Hope Larisey, GIS Specialist Lisa Perrett, Environmental Technician

City of Fayetteville

Fayetteville 2000-Ongoing NPDES Phase II Assistance

From 2000 to 2023, ISE has assisted the City of Fayetteville (City) with the implementation of their NPDES Phase II Municipal Separate Storm Sewer System (MS4) Program. Annually, ISE has assisted in the following activities required by the City's Stormwater Management Program (SWMP):



1. **Dry Weather Screening** – Annually, dry weather screen 20% of the total number of outfalls within the city limits that outfall to Waters of the State. Dry weather screening will be performed according to the City's dry weather screening procedures approved by the EPD. The EPD approved dry weather screening checklist will also be filled out for each outfall visited and inspected. The checklists will be delivered in a format that can be easily inserted into the City's Annual Report. Additionally, this task will include preparation of a map for insertion into the annual report outlining the outfalls screened as part of this effort. This effort will constitute Level 1 visual screening.

If a dry weather discharge is present, the discharge will be tested per EPD requirements for pH level and specific conductivity utilizing an in-situ water quality meter and field observations noted. Additionally, a sample will be collected and analyzed for fluoride and surfactants by a laboratory (Analytical Environmental Services). This effort will constitute Level 2 in-situ water quality screening.

Source Tracing

Source tracing activities will need to be completed if the dry weather screening data indicates that there is a potential water quality impairment present (see parameters above). The City will be notified immediately if the in-situ parameters or Colorimeter readings indicate that there is a potential illicit discharge prior to beginning any source tracing activities. ISE will not initiate source tracing activities without prior authorization of the City.

Source tracing will involve following the MS4 system "upstream" to identify the source of the non-stormwater discharge. Please note that the NPDES Phase I permit requires that the City source trace 100% of the identified illicit discharges and notify the illicit discharger to cease the activity if the source tracing clearly documents the source. If the source cannot be definitively identified, the City is only required to document the activities undertaken and the findings. All the source tracing work should be performed according the EPD approved Source Tracing Procedures included in the City's SWMP.

If ISE performs a source tracing work effort, the estimated cost for ISE to conduct the work will be based on a "per source tracing exercise", not to exceed three hours of field time by the ISE staff person. If the illicit discharge source cannot be clearly identified within a three-hour time frame, the work will be documented and provided to the City for possible further investigation.

2. **MS4 Inventory Inspections** – Annually, inspect 20% of the City’s storm structures, storm pipes, and ditches. Data collection efforts for this task will consist of field personnel recording data for the public stormwater drainage system structures on a handheld tablet, which includes a GPS with submeter accuracy. This tablet has the ArcGIS Field Maps application which allows the inspector to update the MS4 inventory in real time. Additionally, ISE staff can follow the inspection process from the office as the data is being hosted by ArcGIS Online. Inspections will follow the City’s EPD approved MS4 inspection procedures. During the inspection process, ISE will take the following pictures of each structure and conveyance:

- Area photo of vertical structure - Photo that shows the vertical structure and surrounding permanent structures (house, hydrant, etc.) that makes it easier to locate it in the field.
- Topside photo of vertical structure - Photo shot from the manhole into the structure aimed at the structures invert.
- Outflow conveyance photo from vertical structure - Photo shot from structures invert facing the outflow conveyance structure.
- Inflow conveyance photos from vertical structure - Photo shot from the structures invert facing the inflow conveyance structure(s)

To keep costs low, the City has approved the use of a GoPro HERO11 for pipe and structure photos. The HERO 11 provides sharp 27-megapixel photos. Matched with a 3000 lumens flashlight, approximately 30 ft of pipe (upstream and downstream) can be viewed and assessed.

After the inspections have been completed, ISE staff will export the inspection data from ArcGIS Online. The data will be saved in Microsoft Excel and included in the City’s annual report. Additionally, ISE will create GIS maps of the structures and pipes inspected during the reporting period. These maps will also be included in the annual report.

3. **Stormwater Management Facility Inspection** - ISE will inspect both public and private detention ponds as directed by City staff. ISE will inspect and photo document each pond on a form that has been previously developed. Following completion of the inspections, ISE will develop a letter addressed to each property owner on record (as shown in the County’s GIS database). The letter will outline the results of the inspection as well as maintenance needs identified in the inspection. At this time, it is estimated that approximately 30 detention ponds will be inspected.
4. **GI/LID Inspections** - As required by the City’s approved Stormwater Management Plan (SWMP), the City shall inspect 100% of the privately owned non-residential and publicly owned GI/LID structures during the 5-year permit period. Additionally, the City shall annually inspect a minimum of 5% of the total number of GI/LID structures identified on the GI/LID Inventory. At this time, the City has 2 GI/LID structures that need to be inspected during the reporting period. The GI/LID inspection checklist applicable to the specific GI/LID practice (included as part of the City’s GI/LID Program) will be used during all inspections. If any poor condition(s) are documented during the inspection process, ISE will notify the City, as well as the property owner, of the condition(s) requiring maintenance.

CLIENT

City of Fayetteville
Chris Hindman
770.460.4664
Chindman@fayetteville-ga.gov

PROJECT TEAM

Jason Ray GISP, Project Manager
Travis Satterfield, Lead Field Technician
Hope Larisey, GIS Specialist
Lisa Perrett, Environmental Technician

City of Norcross

Norcross 2008-Ongoing NPDES Phase I Assistance

From 2008 to 2023, ISE has assisted the City of Norcross (City) with the implementation of their NPDES Phase I Municipal Separate Storm Sewer System (MS4) Program. Annually, ISE has assisted in the following activities required by the City's Stormwater Management Program (SWMP):



1. **Dry Weather Screening** – Annually, dry weather screen 20% of the total number of outfalls within the city limits that outfall to Waters of the State. Dry weather screening will be performed according to the City's dry weather screening procedures approved by the EPD. The EPD approved dry weather screening checklist will also be filled out for each outfall visited and inspected. The checklists will be delivered in a format that can be easily inserted into the City's Annual Report. Additionally, this task will include preparation of a map for insertion into the annual report outlining the outfalls screened as part of this effort. This effort will constitute Level 1 visual screening.

If a dry weather discharge is present, the discharge will be tested per EPD requirements for pH level and specific conductivity utilizing an in-situ water quality meter and field observations noted. Additionally, a sample will be collected and analyzed for fluoride and surfactants by a laboratory (Analytical Environmental Services). This effort will constitute Level 2 in-situ water quality screening.

Source Tracing

Source tracing activities will need to be completed if the dry weather screening data indicates that there is a potential water quality impairment present (see parameters above). The City will be notified immediately if the in-situ parameters or Colorimeter readings indicate that there is a potential illicit discharge prior to beginning any source tracing activities. ISE will not initiate source tracing activities without prior authorization of the City.

Source tracing will involve following the MS4 system "upstream" to identify the source of the non-stormwater discharge. Please note that the NPDES Phase I permit requires that the City source trace 100% of the identified illicit discharges and notify the illicit discharger to cease the activity if the source tracing clearly documents the source. If the source cannot be definitively identified, the City is only required to document the activities undertaken and the findings. All the source tracing work should be performed according the EPD approved Source Tracing Procedures included in the City's SWMP.

If ISE performs a source tracing work effort, the estimated cost for ISE to conduct the work will be based on a "per source tracing exercise", not to exceed three hours of field time by the ISE staff person. If the illicit discharge source cannot be clearly identified within a three-hour time frame, the work will be documented and provided to the City for possible further investigation.

2. **MS4 Inventory Inspections** – Annually, inspect 20% of the City’s storm structures, storm pipes, and ditches. Data collection efforts for this task will consist of field personnel recording data for the public stormwater drainage system structures on a handheld tablet, which includes a GPS with submeter accuracy. This tablet has the ArcGIS Field Maps application which allows the inspector to update the MS4 inventory in real time. Additionally, ISE staff can follow the inspection process from the office as the data is being hosted by ArcGIS Online. Inspections will follow the City’s EPD approved MS4 inspection procedures. During the inspection process, ISE will take the following pictures of each structure and conveyance:

- Area photo of vertical structure - Photo that shows the vertical structure and surrounding permanent structures (house, hydrant, etc.) that makes it easier to locate it in the field.
- Topside photo of vertical structure - Photo shot from the manhole into the structure aimed at the structures invert.
- Outflow conveyance photo form vertical structure - Photo shot from structures invert facing the outflow conveyance structure.
- Inflow conveyance photos from vertical structure - Photo shot from the structures invert facing the inflow conveyance structure(s)

To keep costs low, the City has approved the use of a GoPro HERO11 for pipe and structure photos. The HERO 11 provides sharp 27-megapixel photos. Matched with a 3000 lumens flashlight, approximately 30 ft of pipe (upstream and downstream) can be viewed and assessed.

After the inspections have been completed, ISE staff will export the inspection data from ArcGIS Online. The data will be saved in Microsoft Excel and included in the City’s annual report. Additionally, ISE will create GIS maps of the structures and pipes inspected during the reporting period. These maps will also be included in the annual report.

CLIENT	PROJECT TEAM
City of Norcross Donald Maxwell 770.710.6483 donald.maxwell@norcrossga.net	Jason Ray GISP, Project Manager Travis Satterfield, Lead Field Technician Hope Larisey, GIS Specialist Lisa Perrett, Environmental Technician

City of South Fulton

City of South Fulton 2021-Ongoing NPDES Phase II Assistance

From 2021 to 2023, ISE has assisted the City of South Fulton (City) with the implementation of their NPDES Phase II Municipal Separate Storm Sewer System (MS4) Program. Annually, ISE has assisted in the following activities required by the City's Stormwater Management Program (SWMP):



1. **Dry Weather Screening** – Annually, dry weather screen 20% of the total number of outfalls within the city limits that outfall to Waters of the State. Dry weather screening will be performed according to the City's dry weather screening procedures approved by the EPD. The EPD approved dry weather screening checklist will also be filled out for each outfall visited and inspected. The checklists will be delivered in a format that can be easily inserted into the City's Annual Report. Additionally, this task will include preparation of a map for insertion into the annual report outlining the outfalls screened as part of this effort. This effort will constitute Level 1 visual screening.

If a dry weather discharge is present, the discharge will be tested per EPD requirements for pH level and specific conductivity utilizing an in-situ water quality meter and field observations noted. Additionally, a sample will be collected and analyzed for fluoride and surfactants by a laboratory (Analytical Environmental Services). This effort will constitute Level 2 in-situ water quality screening.

Source Tracing

Source tracing activities will need to be completed if the dry weather screening data indicates that there is a potential water quality impairment present (see parameters above). The City will be notified immediately if the in-situ parameters or Colorimeter readings indicate that there is a potential illicit discharge prior to beginning any source tracing activities. ISE will not initiate source tracing activities without prior authorization of the City.

Source tracing will involve following the MS4 system "upstream" to identify the source of the non-stormwater discharge. Please note that the NPDES Phase I permit requires that the City source trace 100% of the identified illicit discharges and notify the illicit discharger to cease the activity if the source tracing clearly documents the source. If the source cannot be definitively identified, the City is only required to document the activities undertaken and the findings. All the source tracing work should be performed according the EPD approved Source Tracing Procedures included in the City's SWMP.

If ISE performs a source tracing work effort, the estimated cost for ISE to conduct the work will be based on a "per source tracing exercise", not to exceed three hours of field time by the ISE staff person. If the illicit discharge source cannot be clearly identified within a three-hour time frame, the work will be documented and provided to the City for possible further investigation.

2. **MS4 Inventory Inspections** – Per the City’s SWMP, the City has five years, from the date of designation (February 4, 2019), to inspect 100% of the MS4 inventory; therefore 100% of the inspections must be completed by December 30, 2023. Currently ISE has inspected 20% of the overall inventory. To achieve the 100% goal by 2023 the City will inspect 40% of the overall inventory during the 2022 reporting period and 40% during the 2023 reporting period.

For the 2022 reporting period (January 1 – December 21, 2022) 3,539 catch basins and 99 miles of pipe will need to be inspected. The footage of ditches that need to be mapped and inspected are unknown as the ditches have not been previously mapped. Also, 100% of the ditches within the City right-of-way will need to be GIS mapped and inspected. The stormwater inspector will complete a visual inspection and record the data in the City’s online MS4 inventory database. Below is a description of the data that will be gathered at each structure:

Catch Basins

- Structure Material
- Structure Damage
- Structure Sediment Level
- Structure Debris
- Water
- Scour
- Maintenance Needed
- Inspection Date

Storm Pipes

- Pipe Material
- Pipe Size
- Sediment Upstream Portion of Pipe
- Sediment Downstream Portion of Pipe
- Corrosion Upstream Portion of Pipe
- Corrosion Downstream Portion of Pipe
- Maintenance Needed
- Inspection Date

Ditches

- Ditch Type
- Ditch Sediment Level
- Ditch Debris
- Maintenance Needed
- Inspection Date

All GIS data will be hosted on the City's GIS server and the ESRI Field Maps mobile application will need to be used for MS4 inspections. To keep all updated GIS data in one spot, the inspector will need a City login for the ESRI Collector application. By completing the mapping and inspecting of the City's MS4 inventory, the City's GIS department will have a working MS4 map for internal City-wide department use.

As part of this task, detention ponds will also need to be inspected. Per the Permit, the City is required to inspect all privately owned ponds designed within one year of February 4, 2019. Also, the City must inspect all ponds owned and maintained by the City. Currently the pond inventory is being revised for the 2022 reporting period. Once completed, 50% of the overall pond inventory will be inspected for the 2022 reporting period. The standard detention pond inspection checklist will be used for the inspection. An ISE inspector will note any damage to the pond floor, side slopes, dam, spillway, and outlet control structure. During the inspection the inspector will also take photos for documentation purposes. If during the inspection of a private pond it is determined that maintenance is required, a letter will be developed. The letter will outline the results of the inspection as well as maintenance needs identified in the inspection. It will be the responsibility of the City to enforce maintenance requirements per the City's post-construction ordinance. Finally, all pond locations will be noted in GIS and incorporated into the City's overall GIS system.

At the completion of MS4 inspections for the 2022 reporting period, all inspection data will need to be exported and provided in excel format that can be included with the City's 2022 annual report. Additionally, GIS maps will need to be created of the overall MS4 inventory and 2022 MS4 inspections. The maps will need to identify catch basins, storm pipes, ditches, and detention ponds. All maps and inspection data will be included with the City's 2022 annual report due February 15, 2023.

CLIENT

City of South Fulton
Antonio M. Valenzuela
470.809.7451
Antonio.valenzuela@cityofsouthfultonga.gov

PROJECT TEAM

Jason Ray GISP, Project Manager
Travis Satterfield, Lead Field Technician
Hope Larisey, GIS Specialist
Lisa Perrett, Environmental Technician

References

City of Suwanee

Bob Dean
Director of Public Works
770.904.3373
bdean@suwanee.com
330 Town Center Avenue, Suwanee, GA 30024



City of Fayetteville

Chris Hindman
Director of Public Services
770.460.4664
Chindman@fayetteville-ga.gov
210 Stonewall Avenue West, Fayetteville, GA 30214



City of Norcross

Donald Maxwell
Stormwater Superintendent
770.710.6483
Donald.maxwell@norcrossga.net
345 Lively Avenue, Norcross, GA 30071



City of South Fulton

Antonio M. Valenzuela
Director of Public Works
470.809.7451
Antonio.valenzuela@cityofsouthfultonga.gov
5540 Fulton Industrial Boulevard. SW, South Fulton, GA 30336



PROJECT APPROACH

It is ISE's understanding that the City of Brookhaven (City) is requesting assistance with the implementation of their NPDES Phase II Municipal Separate Storm Sewer System (MS4) Program. If chosen, ISE would be tasked with completing the following elements of the City's Stormwater Management Program (SWMP):

- Dry Weather Screening (DWS) and Illicit/Illegal Connection Source Tracing to support the Illicit Discharge Detection and Elimination Program (IDDE)
- Stormwater Structures and Conveyance Inventory, Mapping, and Condition Assessments (Structures and Conveyances)
- Stormwater Management and Green Infrastructure/Low Impact Design Facility Inventory, Mapping and Assessments (Ponds and GI/LID)

The following scope has been developed to address the above requirements. All other tasks related to the City's SWMP will be performed in-house by City staff. It is ISE's understanding that the selected company will serve the City over the course of the five-year permit cycle through the award of an annual contract which is renewable up to four times, for a total of five years.

Task 1 – Dry Weather Screening

For the 2023 reporting period (January 1 – December 21, 2023) 94 outfalls will need to be inspected. Dry weather screening will be performed according to the City's dry weather screening procedures approved by the EPD. The EPD approved dry weather screening checklist will also be filled out for each outfall visited and inspected. The checklists will be delivered in a format that can be easily inserted into the City's 2023 annual report due February 15, 2023. Additionally, this task will include preparation of an overall outfall inventory map and inspected locations map for 2023. This effort will constitute Level 1 visual screening.

If a dry weather discharge is present, the discharge will be tested per EPD requirements for pH, temperature, and conductivity, utilizing an in-situ water quality meter and field observations noted. Additionally, a sample will be collected and analyzed for fluoride, surfactants, and fecal coliform (under certain circumstances) by an EPA certified laboratory. This effort will constitute Level 2 in-situ water quality screening.

Source Tracing

Source tracing activities will need to be undertaken if the dry weather screening data indicates that there is a potential water quality impairment present. The City must be notified immediately if the in-situ parameters or visual observations indicate that there is potential illicit discharge prior to beginning any source tracing activities.

Source tracing will involve following the MS4 system "upstream" to identify the source of the non-stormwater discharge. Please note that the NPDES Phase II permit requires that the City source trace 100% of the identified illicit discharges and notify the violator to cease the activity if the source tracing clearly documents the source. If the source cannot be definitively identified, the City is only required to document the activities undertaken and the findings. A report detailing the source tracing finding and sampling results will be completed for each dry weather flow. These reports will be provided to the City for inclusion in the annual report.

Task 2 – MS4 Inspection

For the 2023 reporting period (January 1 – December 21, 2023) 2,600 storm structures and 1,600 conveyances will need to be inspected. A similar number of assets will need to be inspected during the remaining four years. As a Phase II permittee the City should have EPD approved MS4 inspection procedures. These procedures will be used by ISE field personnel during the inspection process. This will ensure that there is no deviation from the procedures EPD approved during the Stormwater Management Program (SWMP) development. In the event an asset is not accessible, staff will be notified, and a time will be scheduled for future access. If an ISE inspector discovers an asset with structural issues

that pose a public safety hazard, City staff will be notified immediately via email with attached picture and location. Additionally, these high-priority assets will be included with the weekly reports.

The existing GIS database inventory will be uploaded to ISE's ArcGIS Online account. Data collection efforts for this task will consist of field personnel recording data for the public stormwater drainage system structures on a handheld tablet, which includes a GPS with submeter accuracy. This tablet has the ArcGIS Field Maps application which allows the inspector to update the MS4 inventory in real time. Additionally, ISE staff can follow the inspection process from the office as the data is being hosted by ArcGIS Online. This helps with troubleshooting problems encountered by field personnel and ensures a quick and efficient completion of the task. During the inspection process, the City has requested that ISE take the following pictures of each structure and conveyance:

- Asset Exterior (2 images minimum) – First image that shows the vertical structure and surrounding permanent structures (house, hydrant, etc.) that makes it easier to locate it in the field. Second image that shows the representative condition of the asset.
- Asset Interior (3 images minimum) - at least one image depicting the representative condition of the asset, at least one image for each feature (inlet/discharge, control feature, connected asset, etc.), at least one image of the asset's bottom/foundation/invert, and images as required to indicate acute conditions unique to that asset.
- Conveyances Interior (3 images minimum) - at least one image at the conveyance's inlet /discharge side at the structure, at least one representative image zoomed to depict representative conditions inside the conveyance (focus of the image to represent pipe walls / joints or swale's sidewall), at least one image zoomed to the far end of the conveyance where it discharges or intersects a structure to illustrate the representative alignment of the conveyance, and representative images of abnormal conditions observed.

It is our understanding that the City has requested that an Envirosight Quickview airHD or approved equivalent be used for storm pipe assessment. To keep assessment costs low, multiple clients of ISE have approved the combined use of a GoPro HERO11 and Envirosight ROVVER X for pipe and structure photos. Matched with a 3000 lumens flashlight, approximately 30 ft of pipe (upstream and downstream) can be viewed and assessed. By utilizing this approach, most of the storm pipes can quickly be inspected and assessed for needed maintenance. If it is determined that a pipe needs further investigation, beyond the limits of the GoPro, ISE will utilize the Envirosight ROVVER X for a more detailed investigation and NASSCO rated inspection. ISE will provide specs on both for city approval prior to inspections. Below are examples of photos taken for other clients. These photos show the capability ISE has in documenting the inspections of structures and conveyances.



Outside Structure



Inside Structure



Storm Pipe Minor Corrosion

Storm Pipe Moderate Corrosion

Storm Pipe Severe Corrosion

The City has requested that ISE prepare weekly progress reports which shows the current progress and provides an updated schedule for completion. The report shall be submitted no later than each Tuesday for the previous week's work. Reports will be simple and concise but will include the following: assets that require immediate maintenance including details and pictures, a list of structures inaccessible with explanations, a list of structures that are mapped incorrectly, and dry weather flow observed and source tracing details. Most weeks, a simple table appended to an email will be sufficient to meet this requirement. Additionally, a monthly updated schedule on our progress will be provided to the City.

ISE understands that there may be situations where the field technicians will be unable to visually assess the condition of the drainage system structure due to an inability to access the structure on account of physical limitations (ex. the structure may be buried or otherwise inaccessible for internal inspections). In these situations, ISE will locate the structure using GPS and make note in the geodatabase attributes that the structure is a virtual structure, i.e., meaning there was no condition assessment conducted. ISE will notify the City of these structures and will re-visit these structures to conduct the visual inspection once the City has gained access to these structures.

The final deliverable will consist of photos and GIS geodatabase for City use. All images will be uploaded GIS / CityWorks portal, linked to the asset, and accessible in the GIS viewer by clicking on the asset. ISE staff will export the inspection data and saved in Microsoft Excel. Additionally, ISE staff will create GIS maps of the structures and pipes inspected during the reporting period. The maps and Excel data will be provided to the City for inclusion in the annual report.

Task 3 - Stormwater Management Facility Inspection

ISE will inspect both public and private detention ponds as directed by City staff. ISE will inspect and photo document each pond on a form that has been previously developed. Following completion of the inspections, ISE will develop a letter addressed to each property owner on record (as shown in the County's GIS database). The letter will outline the results of the inspection as well as maintenance needs identified in the inspection. During the 2023 reporting period, it is estimated that 86 detention ponds will be inspected. A similar number of assets will need to be inspected during the remaining four years.

Task 4 - GI/LID Inspections

As required by the City's approved Stormwater Management Plan (SWMP), the City shall inspect 100% of the privately owned non-residential and publicly owned GI/LID structures during the 5-year permit period. Additionally, the City shall annually inspect a minimum of 5% of the total number of GI/LID structures identified on the GI/LID Inventory. During the 2023 reporting period, the City has 2 GI/LID structures that need to be inspected during the reporting period. The GI/LID inspection checklist applicable to the specific GI/LID practice (included as part of the City's GI/LID

Program) will be used during all inspections. If any poor condition(s) are documented during the inspection process, ISE will notify the City, as well as the property owner, of the condition(s) requiring maintenance.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: ALCOHOL LICENSE The applicant Jonzey Enterprise LLC, dba Sandtown Pub,

DATE: November 28, 2023

SUBJECT: ALCOHOL LICENSE The applicant Jonzey Enterprise LLC, dba Sandtown Pub,

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Sandtown Pub City Council Packet signed (1)	Cover Memo	11/22/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager



REVIEW AND APPROVAL ROUTING SHEET

This routing sheet has been developed to ensure that all appropriate Senior Management Team members have thoroughly reviewed, approved, and signed off on all official documents in their respective service areas prior to the City Manager's receipt for final approval and signature, as needed. Items should be routed in the following order: 1.) Originating Division and other applicable Divisions; 2.) Finance Director; 3.) Assistant City Manager; and 4.) City Manager.

Parties Consulted:

Initials

Date

☐ City Attorney/General Counsel

Legal issues have been addressed.

☐ Assistant City Manager

Complies with operational processes and guidelines.

☐ Finance Director

Funds are available and complies with fiscal guidelines.

Dominic Ochei

Dominic Ochei (Oct 26, 2023 19:43 EDT)

Oct 26, 2023

☐ Information Technology Director

When Information Technology issues are involved.

☐ Program & Performance Manager

Complies with Division/programmatic processes.

☐ Communications Director

Complies with Division/programmatic processes.

☐ Parks & Recreation Director

Complies with Division/programmatic processes.

☐ Destination South Fulton Director

Complies with Division/programmatic processes.

☐ DCDRA Director

Complies with Division/programmatic processes.

Reginald B. McClendon

Oct 26, 2023

☐ Human Resources Director

Complies with HR policies and procedures; positions are budgeted.

☐ Public Safety

Complies with Division/programmatic processes. Specify Fire or Police.



Keith Meadows (Oct 26, 2023 15:57 EDT)

Chad C. Jones

Chad C. Jones (Oct 26, 2023 15:45 EDT)

Oct 26, 2023

Oct 26, 2023

☐ Public Works Director

Complies with Division/programmatic processes.

☐ Other (Clerk's Office, Municipal Court, etc.)

Complies with Division/programmatic processes. Specify Area.

Paul Muhammad

Paul Muhammad (Oct 27, 2023 09:27 EDT)

Oct 27, 2023

☐ Other (Clerk's Office, Municipal Court, etc.)

Complies with Division/programmatic processes. Specify Area.

City Manager's Decision: Approved ☐ Disapproved ☐

In this section, the City Manager will sign to indicate approval of the recommended option or will provide comments to indicate pursuit of an alternate course of action.

City Manager's Comments:

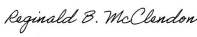
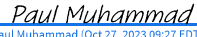
City Manager's Signature

Date

5440 Fulton Industrial Blvd., SW • South Fulton, GA 30336 • Office: 470.809.7700

City of South Fulton Agenda Item Summary



City Council Meeting Date 11/14/2023		
Requesting Department Police Department		Council District(s) Affected District 1
Requested Action Approval to get on City Council Agenda for November 14, 2023 to have a public hearing and for council to vote on the request for an alcohol license for Jonzey Enterprise LLC, dba Sandtown Pub for the consumption sales of wine, beer and distilled beverages at 5819 Campbellton Rd Ste 202-203, Atlanta, Ga. 30331.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Pursuant to Title 16, Section-16-2020(d), Staff recommends City Council to Grant Approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The applicant for Jonzey Enterprise LLC, dba Sandtown Pub has applied for an alcohol license for the the consumption sales of wine, beer and distilled beverages at 5819 Campbellton Rd Ste 202-203, Atlanta, Ga. 30331. This request is due to new license. Previous alcohol beverage license expired. All applicable fees have been paid.		
Funding Source (if applicable)		
Financial Impact (if applicable) Renueue \$5,100 with estimated annual revenue of \$5,100		
Financial Impact Statement Received Yes ☐ No ☒		
Legislative Process Complete Yes ☐ No ☒		
Department Director Approval  Keith Meadows (Oct 26, 2023 15:57 EDT)  Chad C. Jones (Oct 26, 2023 15:45 EDT)  Reginald B. McClendon  Paul Muhammad (Oct 27, 2023 09:27 EDT)		Finance Director Approval  Dominic Ochei (Oct 26, 2023 19:43 EDT)
Assistant City Manager Approval _____	City Attorney Approval _____	City Manager Approval _____

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON SUBADAN
ASSISTANT CITY MANAGER

MEMORANDUM

TO: City of South Fulton Mayor & Council

FROM: Keith Meadows, Chief of Police  KM

DATE: October 24, 2023

SUBJECT: Request by Jonzey Enterprise LLC
Alcohol License for the consumption sales of wine, beer, and
distilled beverages at 5819 Campbellton Rd Ste 202-203,
Atlanta, Ga 30331

The applicant up for Jonzey Enterprise LLC dba Sandtown Pub seeks an alcohol license for the consumption sales of wine, beer, and distilled beverages at 5819 Campbellton Rd Ste 202-203, Atlanta, Ga 30331. This request is due to new license. Previous alcohol beverage license expired. All applicable fees have been paid.

CHIEF OF POLICE RECOMMENDATION: APPROVAL

APPLICATION INFORMATION

Applicant Information	Sandtown Pub 5819 Campbellton Rd Ste 202-203 Atlanta, Ga 30331
City Council District	1
Parcel ID Number	14F0118LL0740
Square Footage	
Existing zoning	C-1 (Limited Commercial District)
Current/Past Use of the Property	Bar and Grill an existing restaurant.
History	This property operates as a restaurant.

Cc: Corey Adams, City Clerk



INTER-OFFICE MEMORANDUM

DATE: October 26, 2023

TO: Chief K. Meadows

FROM: Jacquelyn J. Bell

SUBJECT: Staff Recommendation -Sandtown Pub

The applicant for Sandtown Pub seeks an alcohol license for the consumption sales of wine, beer, and distilled beverages at **5819 Campbellton Rd Ste 202-203 Atlanta, GA 30331**. All applicable fees have been paid related to the alcohol license.

Inspections Type	Completed	Pending	Results
Police Criminal Background	Yes		Passed
Police Call History	Yes		Passed
Code Enforcement	Yes		Failed
Fire Inspection	Yes		Passed
Zoning Dept.	No	Yes	
Business License	Yes		Passed
F.C. School Board	No	Yes	
F.C. Health Dept.	No	Yes	

Application Information

Applicant: Jonzey Enterprise LLC/ Fredericka Jones
Business Address 5819 Campbellton Rd Ste 202-203, Atlanta, GA 30331
District(s): 1
Parcel ID Number: **14F0118LL0740**

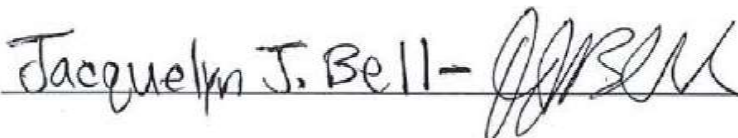
Existing Zoning: C-1 (Limited Commercial District)

Current/Past Use of the Property: Bar and Grill Restaurant

History: The applicant for Jonzey Enterprise LLC, dba Sandtown Pub has applied for an alcohol license for the consumption sales of wine, beer, and distilled beverages at 5819 Campbellton Rd Ste 202-203, Atlanta, Ga. 30331. This request is due to new license. Previous alcohol beverage license expired. All applicable fees have been paid.

Staff Recommendation: X There is no legal reason why this license should not be granted.

 The applicant does not meet the legal requirements.

Staff Name and Signature: Jacquelyn J. Bell - 

Police Chief Recommendation: ☐ Approval ☐ Denial

Signature:  Keith Meadows (Oct 26, 2023 15:57 EDT)

cc: Chief Keith Meadows
File



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia · 30336 · 470-809-7300

Keith Meadows
Chief of Police

October 25, 2023

City of South Fulton Code Enforcement Department
ATTN: Paul Muhammad
paul.muhammad@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must pass a Code Enforcement Inspection. Please complete the form below and return this form to the person listed below.

This business is applying for the following alcohol license(s):

- [X] Consumption on Premises:
 X Beer X Wine X Distilled Spirits
- [] Retail
 Beer Wine Distilled Spirits

Business Information:

Sandtown Pub
5819 Campbellton RD Ste 202-203
Atlanta, Ga. 30331



For Code Enforcement Use Only

Date of Inspection: _____

[] Location above **MEETS ALL** City of South Fulton Code Enforcement Requirements

[X] Location does **NOT** meet City of South Fulton Code Enforcement Requirements

If not, briefly explain reason: Loose faucet on main sink / Loose ceiling tile at entry of ladies restroom
Open socket in ladies room needs cover

Laquita Alexander

Print Name of Code Enforcement Inspector

Code Enforcement Inspector Signature

Paul Muhammad

Print Name of Department Head

Department Head Signature

Return form via email to: Police License and Permits @ pdlicenses@cityofsouthfultonga.gov



SOUTH FULTON FIRE RESCUE DEPARTMENT INSPECTION REPORT

Permit# _____ Location# 51A 41

Approved: Yes ☒ No _____ Reinspection _____

Date: 3/28/23 FIRE ZONE: 51A 41

Business Name Sandtown Pub Phone No. 678-904-7041 Email [REDACTED]
Address 5819 Campbellton Rd Suite 202 City South Fulton Zip 30336
Owner's Name Fredericka Jones Address [REDACTED]
Phone No. [REDACTED] City/State/Zip South Fulton Ga 30336
Emergency Contact Name Fredericka Jones Phone No. [REDACTED]

INSPECTION TYPES: Annual Business, Day Care, Personal Care home, School, Assembly,
Construction 50%, 80% 100%, High hazard Storage Facility,
Hood systems, Alarm Acceptance, Sprinkler Acceptance, Other _____

PLAN REVIEW: Alarm, Sprinkler, Commercial hood, 510 Communications, Gates/Locks, Other _____

PERMITS: Burn pit, Bonfire, Tent, Fireworks, Food Trucks, Events, Other _____

Code Violations and Recommendations:

No code violations; All Recommendation are
Clear

PASS

We would like to thank you for your cooperation during this inspection. The inspection was made based upon the current Codes which set forth minimum requirements for fire safety and are adopted by South Fulton and the State of Georgia. Please note that if no violations were noted during this inspection, it met the minimum Codes requirements.

If, however, violations were noted you are required to make the necessary corrections immediately. A re-inspection of corrections will be conducted after a thirty-day period to confirm compliance.

Inspecting Officer: LT Charles B. Swanson Phone: 404 307 3637 non-emergency only

FOR FIRE OR OTHER EMERGENCY - CALL 911

Copy distribution: White-Community Risk Reduction: Blue-Inspector: Yellow-Business



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336 · 470-809-7300

Keith Meadows
Chief of Police

October 23, 2023

ATTN: Marlon Gordon
City of South Fulton Finance and Administrative Services
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for a 2023 renewal Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must be current on all excise taxes owed to the City of South Fulton Finance and Administrative Services. Please complete this form and return to the person listed at the bottom of the form below.

This business is applying for the following alcohol license(s):

☐ Consumption on Premises
_____ Beer _____ Wine _____ Distilled Spirits

Business Information:

Sandtown Pub
5819 Campbellton Rd, Atlanta, GA 30331
Owner: Frederica Jones
Phone: [REDACTED]
Email: [REDACTED]

For Finance and Administrative Services Use Only

- ☒ Location above **IS** current with their excise taxes and meets all tax requirements of the City of South Fulton.
- ☐ Location above **IS NOT** current with their excise taxes and does not meet the tax requirements of the City of South Fulton. If not, briefly explain below:

Marlon Gordon

Print Name of Tax Administrator

[Signature]

Print Name of Department Head

Dominic Ochei

[Signature]

Tax Administrator Signature

[Signature]

Department Head Signature

Return form via email to: Lieutenant Kay Lester @ pdlicenses@cityofsouthfultonga.gov

CITY OF SOUTH FULTON - OCCUPATIONAL TAX CERTIFICATE

COSF Business License
5440 Fulton Industrial Blvd
Atlanta, GA 30331



License Id:	2023.10.1565	Issued Date:	10/10/2023
Effective Date:	10/10/2023	Expiration Date:	12/31/2023
License Type:	Full-Service Restaurants		

Business Name: JONZEY ENTERPRISE
Business Location: 5819 Campbellton SW 203, South Fulton, GA 30331
SANDTOWN PUB
JONZEY ENTERPRISE

2023

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

CITY OF SOUTH FULTON RENEWAL APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Licensee/Agent _____ For the year _____ Date _____

All applications must be typed or printed in black ink. Each question must be completely and correctly answered. If the space provided is not sufficient, attach additional sheets. Applications must be signed, dated, notarized, and filed with the License and Permits Unit, 3220 Butner Road, Ste 150, South Fulton Ga 30331. All required supporting documents must be attached. The annual renewal alcohol license fees are due at filing payable by money order, cashier's check, or business check.

Type of License Renewing For: (Check All That Apply. This does not change original classification)

- | <u>Beer</u> | <u>Wine</u> | <u>Distilled Spirits</u> |
|--|--|--|
| ☐ Consumption on Premises | ☐ Consumption on Premises | ☐ Consumption on Premises |
| ☐ Retail | ☐ Retail | ☐ Retail |
| ☐ Wholesale | ☐ Wholesale | ☐ Wholesale |
| ☐ Microbrewery | ☐ Microbrewery | ☐ Microbrewery |
| ☐ Growler | ☐ Growler | ☐ Growler |
| ☐ Farm Winery | ☐ Farm Winery | ☐ Farm Winery |

1. Is applicant: Sole Proprietorship Partnership Corporation LLC
2. Legal Name of Business: Jonzey Enterprise LLC
3. Operating/Trade Name of Business: Sandtown Pub.
4. Location of Business: 5819 Campbellton Rd Suite 202-203

Street Address

Atlanta Ga 30331

City State Zip

Telephone Number: 678-733-4004

Email Address: [REDACTED] Business/Contact Phone

5. Full Name of Licensee: Fredericka Jones.
- LAST / FIRST

6. Legal Residence Address of Licensee: [REDACTED]
- Atlanta Ga 30331
- City State Zip
- Telephone Number: [REDACTED] Business / Mobile
- Email Address/Billing Contact: [REDACTED]

7. Business Billing Address: 5819 Campbellton Rd # 202-203
- Street Address
- Atlanta Ga 30331
- City State Zip

CITY OF SOUTH FULTON RENEWAL APPLICATION FOR ALCOHOL BEVERAGE LICENSE

8. Has any change in ownership, licensee/management of this business occurred within the last 12 months?

Yes

No

If yes, STOP and complete application for a new alcohol license.
Alcohol Licenses are NOT transferable for a change in ownership.

9. List the five major stockholders or partners and their percentage of ownership.

NAME	PERCENTAGE
Fredericka Jones	100%

10. Does the applicant own the property where the business is located?

Yes

No

If no, and the property is rented/leased provide the below information:

John Pearlman / Sandtown Crossings
Owner Name / Contact Phone

Owner's Contact Address

City

State

Zip

11. Is all property (if owned), personal property and other City of South Fulton taxes, including liquor by the drink taxes, where applicable, paid in full? Yes, No N/A

If NO, the license will NOT be renewed until a payment agreement has been made or payments are current
Contact South Fulton Tax Administrator at (470) 809-7747 for your status.

12. Should any changes occur during the year in which a license is issued or renewed that would require a different answer to any question in your original alcohol license application, or personal statement, such change must be reported to the South Fulton Police License and Permit Unit within 30 days of change. Failure to provide proper notice of changes may result in revocation of license issued.

Licensee Initials: [Signature]

13. I agree to abide by all laws, rules and regulations of the United States, the State of Georgia, and the City of South Fulton, now in force or which may hereafter be promulgated or enacted, which regulate and govern the sale of alcoholic beverages.

Licensee Initials: [Signature]

14. I understand that should the license hereby applied for be granted, the same shall constitute only a privilege and not a right, and that said license may be revoked or suspended for cause by City of South Fulton City Council.

Licensee Initials: [Signature]

15. I understand that any renewed alcohol license issued shall cover the period of one year commencing the 1st day of January and expiring December 31st and no license shall be assignable or transferable, I understand that I am not entitled to a refund of the license fees for any reason. I further understand that I am liable to the penalties of the law (both fine and imprisonment) for any false or fraudulent statements or representations.

Licensee Initials: [Signature]

CITY OF SOUTH FULTON RENEWAL APPLICATION FOR ALCOHOL BEVERAGE LICENSE

CERTIFICATION

I have received a copy of the City of South Fulton Alcoholic Beverage Ordinances and I have read it and agree to adhere to all applicable City of South Fulton Ordinances, Georgia state laws and regulations governing the operation of establishments that serve and/or sell alcoholic beverages?

Licensee Initials: (FJ)

I understand it is the responsibility of the applicant/licensee/agent to ensure that all licenses to sell alcoholic beverages are renewed no later than December 15th of each year or I will have to apply for a new alcohol license.

Licensee Initials: (FJ)

I understand that I am required to pay alcohol excise tax in accordance with City of South Fulton Ordinance, Title 16 Alcoholic Beverages, and failure to pay excises taxes imposed by this ordinance will be grounds for suspension or revocation of my alcohol license.

Licensee Initials: (FJ)

I, Fredericka Jones the undersigned, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Alcoholic Beverage Sales and Service and in any and all documents provided in support of this application are true and accurate. I further understand that any false statements provided by me or my representatives as part of this application, beyond any legal penalties, will result in the denial of the subject application.

Fredericka Jones
SIGNATURE OF LICENSEE

11/16/22
DATE

Fredericka Jones
PRINTED NAME OF LICENSEE

~For Notary~

I hereby certify that Fredericka Jones signed her/his name to the foregoing application stating to me that he/she knew and understood all statements and information contained therein and, under oath actually administered by me, has sworn that said statements and information are true and correct.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 16 DAY OF November 2022.

Marguerite Carter
NOTARY PUBLIC SIGNATURE

MARGUERITE CARTER
NOTARY PUBLIC PRINTED NAME



CITY OF SOUTH FULTON RENEWAL APPLICATION FOR ALCOHOL BEVERAGE LICENSE

FOR POLICE LICENSE & PERMIT UNIT USE ONLY



Date Application Received from Application _____
(This Section Must Be Date and Time Stamped)

Jacquelyn J. Bell

Print Investigator Name Receiving Application

J. Bell

Signature of Investigator



Date Payment Received...

\$5,100.00

Amount Received

3859778520

Check / Money Order Number

STATE OF GEORGIA - DEPARTMENT OF REVENUE

License to Sell Alcoholic Beverages

As set forth and defined in Title 3

Georgia Alcoholic Beverage Code and Regulations Pertaining Thereto

Not Valid Without Local License If Required - Non Transferable

EFFECTIVE DATE 01-Jan-2023

LICENSE EXPIRES 31-Dec-2023

BOND EXPIRES

STATE TAXPAYER IDENTIFIER

20151106881

LICENSE NUMBER

0069357

DATE ISSUED

28-Nov-2022

LICENSE FEE

\$200.00

LOCAL LICENSE ISSUED BY

City ATLANTA

THIS LICENSE AUTHORIZES THE BELOW LICENSEE TO SELL

FREDERICKA JONES: Consumption on Premises - Beer, Wine and Liquor

DBA

SANDTOWN PUB

AT THE FOLLOWING LOCATION

5819 CAMPBELLTON RD SW STE 202-203 ATLANTA GA 30331-8046

COUNTY

FULTON

JONZEY ENTERPRISES

5819 CAMPBELLTON RD SW STE 202-203

ATLANTA GA 30331-8046

Failure to pay any tax accruing under said Act to the Department of Revenue, or violation of any provisions of said Act or any valid rule and regulation made pursuant thereto, shall be grounds for cancellation of this license by the Commissioner of Revenue.

Robyn A. Cuthbert

State Revenue Commissioner

THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY AT LOCATION SHOWN HEREON



CERTIFICATE OF COMPLETION

This certifies that

Fredericka Jones

has successfully completed the course

Learn2Serve On-Premises Alcohol Seller-Server



Course Duration
3.0



Completion Date
12/22/2020



Certificate #
000018282862

A handwritten signature in black ink, appearing to read 'Sarah McFadden', written over a horizontal line.

Official Signature

6801 N Capital of Texas Hwy, Bldg 1, Suite 250 | Austin, TX 78731 | 877.891.2235 | www.360training.com



South Fulton Police Department

5440 Fulton Industrial Blvd • Atlanta, Georgia 30336-470-809-7300

Keith Meadows
Chief of Police

October 23, 2023

ATTN: Marlon Gordon
City of South Fulton Finance and Administrative Services
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

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5819 Campbellton Rd, Atlanta, GA 30331
Owner: Frederica Jones
Phone: [REDACTED]
Email: [REDACTED]

For Finance and Administrative Services Use Only

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- ☐ Location above **IS NOT** current with their excise taxes and does not meet the tax requirements of the City of South Fulton. If not, briefly explain below:

Marlon Gordon
Print Name of Tax Administrator

[Signature]
Print Name of Department Head
Dominic Ochei

[Signature]
Tax Administrator Signature

[Signature]
Department Head Signature

Return form via email to: Lieutenant Kay Lester @ pdlicenses@cityofsouthfultonga.gov



INTER-OFFICE MEMORANDUM

DATE: 1/11/2023

TO: File

FROM: Inv. T. Reynolds

SUBJECT: Criminal History Check / 2023 Renewals

Type of License:

☒ Malt Bev ☒ Wine ☒ Distilled ☐ Retail ☒ Consumption
☐ Wholesale

Business info/Location

Sandtown Pub
5819 Campbellton Rd. Ste#202/203, South Fulton, GA 30349

Licensee: Fredericka Yvette Jones, [REDACTED], DOB: [REDACTED], SSN: [REDACTED]

Check all that apply:

☒ Licensee has met background requirements.
☐ Application to be reviewed for possible denial, revocation, or suspension.

Reason for Review:

Investigator: T. Reynolds Date 1/11/2023

Chief of Police Keith Meadows

3220 Butner Road, South Fulton, Ga. 30331

COMMUNICATIONS

Full Event Info with Unit Times

Incident #	Date/Time	Street	City	Additional Location Info	Agcy	Dist	St/Bt	RA
Nature	Priority	Caller Name	Call Src	Business	Close	Prime Unit	Report #	
2022129129	04/20/2022 00:10:13	5819-202 CAMPBELLTON RD SW	SO	DIST: 156.69 ft				
54 SUSPICIOUS PERSON/VEHICLE	2	FREDRICA	W911		3	SFPD	28	SFPD
Notes: SANDTOWN PUB // REQ 39 [04/20/22 00:12:05 SMITHR] 54 VEH BLK CHARGER IS PARKED IN BACK OF STORE AND GREY TOYOTA PARKED IFO DOOR [04/20/22 00:11:51 SMITHR]								

Unit	Dispatch	En-Route	Arrive	Transport	Hospital	Clear	Close Code	Unit Response Time	On-Scene
SF229	04/20/2022 00:16:19	00:16:19	00:17:39	00:00:00	00:00:00	00:23:15	3	000:01:20	000:05:36
SF235	04/20/2022 00:17:43	00:17:43	00:17:43	00:00:00	00:00:00	00:23:15	9BU	000:00:00	000:05:32

Units: 2

Incident #	Date/Time	Street	City	Additional Location Info	Close	Agcy	Dist	Sv/Bt	RA
Nature	Priority	Caller Name	Call Src	Business		Prime Unit Report #			
2022225312	07/05/2022 10:26:17	5819-202 CAMPBELLTON RD SW	SO	DIST: 212.31 ft					
33GASI GAS LEAK INSIDE	P	GRIER	W911		13	SFFD	ST4	SFFD	
Notes: {E4} LEAVING SCENE WITH ATL GAS LIGHT...BACK IN SER [07/05/22 11:24:45 WILLIAMJ]									
{E4} ATL GAS OS... [07/05/22 11:15:19 WILLIAMJ]									
UDTS: {E4} PARS REPORT [07/05/22 11:05:30 WILLIAMJ]									
ATL GAS NOTFD...ADV 30MINS TO 1HR ETA [07/05/22 10:49:29 WILLIAMJ]									
{E4} GAS CUT OFF AT LOC...X1 ATTACK LINE ON GROUND [07/05/22 10:44:48 WILLIAMJ]									
{E4} START ATL GAS [07/05/22 10:39:56 WILLIAMJ]									
{E4} EN ROUTE [07/05/22 10:36:15 WILLIAMJ]									
AIREO CALL DETAILS [07/05/22 10:34:49 WILLIAMJ]									
ALL PARTIES HAVE EVACUATED [07/05/22 10:34:12 KGLOVER]									
WANTS FIRE TO COME THROUGH THE BACK									
SANDTOWN PUB [07/05/22 10:33:27 KGLOVER]									
[LAW] ADV IS PD IS NEEDED [07/05/22 10:33:15 HAYES]									
PLACE SMELL LIKE GAS [07/05/22 10:32:18 KGLOVER]									
CMP STATES FIRE ALARM IS GOING OFF IN SUITE									
WANTS TO MEET WITH FIRE DEP									
S/78LIGHT BLUE NIKE SUIT B/M39F [07/05/22 10:31:15 KGLOVER]									
Unit	Dispatch	Time Received: 07/05/2022 10:26:17	1st Arrive: 07/05/2022 10:39:16	Incident Response Time: #Error					
		En-Route	Arrive	Transport	Hospital	Clear	Close Code	Unit Response Time	On-Scene
E4	07/05/2022 10:33:36	10:34:51	10:39:16	00:00:00	00:00:00	11:24:47	13	000:05:40	000:45:31
# Units: 1									

Incident #	Date/Time	Priority	Street	Caller Name	Call Src	Business	City	Additional Location Info	Close	Agcy	Dist	Sv/Bt	RA
2022226322	07/05/2022 10:32:56	5819-202	CAMPBELLTON RD SW		SO	DIST: 212.31 ft				SFPD	28	SFPD	
33GASI GAS LEAK INSIDE	2	GRIER	W911										
Notes: ADV IS PD IS NEEDED [07/05/22 10:33:15 HAYES] PLACE SMELL LIKE GAS [07/05/22 10:32:18 KGLOVER] CMP STATES FIRE ALARM IS GOING OFF IN SUITE WANTS TO MEET WITH FIRE DEP S/78LIGHT BLUE NIKE SUIT B/M39F [07/05/22 10:31:15 KGLOVER]													

Time Received: 07/05/2022 10:32:56 1st Arrive: 00:00:00 Incident Response Time: #Error

00:00:00 00:00:00 00:00:00 00:00:00

Units: 0

2022329672	09/25/2022 15:28:31	5819-202	CAMPBELLTON RD SW		SO					FCSO	28	SFPD	
991A SUPERIOR COURT	3		SELF							8	1237		
PAPER													
Notes:													

Unit	Dispatch	Time Received	En-Route	Arrive	Transport	Hospital	Clear	Incident Response Time: #Error	Close Code	Unit Response Time	On-Scene
1237	09/25/2022 15:28:31	15:28:31	15:28:31	00:00:00	00:00:00	15:31:53	8	000:00:00		000:03:22	
# Units: 1											

Incident #	Date/Time	Priority	Street	Caller Name	Call Src	Business	City	Additional Location Info	Close	Agcy	Dist	St/Bt	RA
2022335756	09/29/2022 23:42:26	5819-202	CAMPBELLTON RD SW		SO					SFPD	28	SFPD	
29 FIGHT OR DOMESTIC DISPUTE	2	TABITHA	PHONE						16	SF229			
Notes: {SF202} CUSTOMER PAYING THE BILL [09/29/22 23:55:31 WOODYARD] {SF225} CANCEL 229 [09/29/22 23:55:25 WOODYARD] NEG 99 39 W/ EMPLOYEE INSIDE THE CAD LOC [09/29/22 23:45:55 NASH] COMP REQ UNITS TO HAVE SUB PAY FOR THE BILL [09/29/22 23:45:31 NASH] SUB STILL OS ATT// AT THE BAR [09/29/22 23:45:14 NASH] SUB 78- BM, TALL, ARMY FATIGUE HAT, WHITE JACKET, BLK GRY STRIP SHIRT, BLU JEANS// POSS 28 NEG 69 [09/29/22 23:45:04 NASH] COMP ADV SUB REFUSE TO PAY FOR MEAL [09/29/22 23:44:06 NASH] CUSTOMER DISPUTE [09/29/22 23:43:56 NASH] SANDTOWN PUB [09/29/22 23:43:22 NASH]													

Unit	Dispatch	Time Received	En-Route	Arrive	Transport	Hospital	Clear	Incident Response Time	#Error	Close Code	Unit Response Time	On-Scene
SF202	09/29/2022 23:47:47	23:47:47	23:55:20	00:00:00	00:00:00	23:55:35	3	000:07:33		000:00:15		
SF225	09/29/2022 23:47:54	23:47:54	23:51:41	00:00:00	00:00:00	23:55:35	3	000:03:47		000:03:54		
SF229	09/29/2022 23:46:20	23:46:20	00:00:00	00:00:00	00:00:00	23:55:02	16	::		::		

Units: 3

2022343120	10/05/2022 21:01:33	5819-202	CAMPBELLTON RD SW		SO					FCSO SEC2 28	SFPD
90B BUSINESS CHECK	3		SELF					8	1236		

Notes:

Unit	Dispatch	Time Received	En-Route	Arrive	Transport	Hospital	Clear	Incident Response Time	#Error	Close Code	Unit Response Time	On-Scene
1236	10/05/2022 21:01:33	21:01:33	00:00:00	00:00:00	00:00:00	21:30:07	8	000:00:00		000:28:34		
1237	10/05/2022 21:01:40	21:01:40	00:00:00	00:00:00	00:00:00	21:30:07	8	000:00:00		000:28:27		

Units: 2

Incident #	Date/Time	Priority	Street	Caller Name	Call Src	Business	City	Additional Location Info	Close	Agcy	Dist	Sv/Bt	RA
Nature										Prime Unit Report #			
2023003534	01/03/2023 23:51:13	5819-202	CAMPBELLTON RD SW		SO					SFPD	SEC2	28	SFPD
29 FIGHT OR DOMESTIC DISPUTE	2	MS NELL	E911						3	SF227			
Notes: TRANSPORTING 1 MALE TO ONH [01/04/23 00:04:17 BIGGSK] SOME SUBJ INSIDE LOC AND SOME SUBJ OUTSIDE..LOC ... NFI [01/04/23 00:03:42 CCASTAGNE] NEG S39 [01/03/23 23:56:07 CCASTAGNE] NEG INJ [01/03/23 23:55:57 CCASTAGNE] B/M YOUNG,, WORK UNIFORMS ON..AMAZON.. [01/03/23 23:55:50 CCASTAGNE] 3 SUBJ..SUBJ 1 B/M BALD..WEARING BLK T SHIRT [01/03/23 23:55:23 CCASTAGNE] ADD IS CONFIRMED BY COMP [01/03/23 23:54:13 CCASTAGNE] NO WEAPONS SEEN.. [01/03/23 23:52:40 CCASTAGNE] TRYING TO GET LOC... [01/03/23 23:52:28 CCASTAGNE] phys s29 at the sandown pub [01/03/23 23:52:16 CCASTAGNE]													
Unit	Dispatch	Time Received: 01/03/2023 23:51:13		1st Arrive: 01/04/2023 00:03:47		Incident Response Time: #Error							
	En-Route	Arrive	Transport	Hospital	Clear	Close Code	Unit Response Time	On-Scene					
SF203	01/03/2023 23:53:58	23:53:58	00:03:47	00:00:00	00:00:00	00:10:16	9BU	000:09:49	000:06:29				
SF227	01/03/2023 23:53:32	23:53:32	00:06:44	00:00:00	00:00:00	00:09:34	3	000:13:12	000:02:50				
SF273	01/03/2023 23:54:36	23:54:36	00:00:00	00:00:00	00:00:00	00:09:50	9BU	::	::				
# Units: 3													

Events Listed: 7

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

PAY ONLINE AT:
[HTTPS://WWW.CITYOFSOUTHFULTONGA.GOV](https://www.cityofsouthfultonga.gov)
SCROLL DOWN TO CLICK "PAY ONLINE" ICON

JONZEY ENTERPRISE
FREDERICKA JONES
5819 CAMPBELLTON RD
STE 202-203
ATLANTA, GA 30331

INVOICE #

23001705

CUSTOMER ID: [REDACTED] PIN: [REDACTED]

INVOICE DATE: 01/11/23

DUE DATE:

**MAKE CHECKS PAYABLE TO:
CITY OF SOUTH FULTON**

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		2023 Alcohol License Renewal		
1.0000/1	ABLOTHER	Alcohol Lic OthrApplicationFee	150.000000	150.00
		2023 Alcohol License Renewal		
1.0000/1	ABL-BEER	Alcohol Lic Retail Bar Beer	650.000000	650.00
		2023 Alcohol License Renewal		
1.0000/1	ABL-WINE	Alcohol Lic - Retail bar Wine	650.000000	650.00
		2023 Alcohol License Renewal		
1.0000/1	ABLIQUO	Alcohol Lic-Retail Bar Liquor	3,200.000000	3,200.00
		2023 Alcohol License Renewal		
1.0000	ALBLATE	Alcohol Late Fee /Penalty	450.000000	450.00
		2023 Alcohol License Renewal		
		2023 Alcohol License Renewal		
		TOTAL DUE:		\$ 5,100.00
		Prn Payment: 10/13/23 CK 3859778520		-5,100.00
		BALANCE:		\$ 0.00

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

JONZEY ENTERPRISE
FREDERICKA JONES
5819 CAMPBELLTON RD
STE 202-203
ATLANTA, GA 30331

INVOICE #: 23001705

DESCRIPTION: 2023 Alcohol License Renewal

CUSTOMER ID: [REDACTED] PIN: [REDACTED]

DUE DATE:

TOTAL DUE: \$ 0.00



City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

PAY ONLINE AT:
[HTTPS://WWW.CITYOFSOUTHFULTONGA.GOV](https://www.cityofsouthfultonga.gov)
SCROLL DOWN TO CLICK "PAY ONLINE" ICON

JONZEY ENTERPRISE
FREDERICKA JONES
5819 CAMPBELLTON RD
STE 202-203
ATLANTA, GA 30331

INVOICE #

24000305

CUSTOMER ID: [REDACTED] PIN: [REDACTED]

INVOICE DATE: 10/24/23

DUE DATE:

**MAKE CHECKS PAYABLE TO:
CITY OF SOUTH FULTON**

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Ad Request		
1.0000/1	ABLADV	Alcohol Lic Advertising Fee Ad Request	505.000000	505.00
			TOTAL DUE:	<u>\$ 505.00</u>

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

City of South Fulton
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

JONZEY ENTERPRISE
FREDERICKA JONES
5819 CAMPBELLTON RD
STE 202-203
ATLANTA, GA 30331

INVOICE #: 24000305
DESCRIPTION: Ad Request
CUSTOMER ID: [REDACTED] PIN: [REDACTED]
DUE DATE:
TOTAL DUE: \$ 505.00



STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed

Secretary of State

Filing Date: 1/6/2022 8:59:54 PM

BUSINESS INFORMATION

CONTROL NUMBER 14000162
BUSINESS NAME Jonzey Enterprise, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 01/06/2022
ANNUAL REGISTRATION PERIOD 2022, 2023

PRINCIPAL OFFICE ADDRESS

ADDRESS 3379 Peachtree Road NE, Suite 555, Atlanta, GA, 30326, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Britney Ellis	3379 Peachtree Road NE (Buckhead), Atlanta, GA, 33326, USA	Fulton

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Fredericka Jones
AUTHORIZER TITLE Organizer



South Fulton Police Department

5440 Fulton Industrial Blvd • Atlanta, Georgia 30336
Phone: (470) 809-7300

Keith Meadows
Chief of Police

Safety Plan Assistance Sheet

This form was designed to be used as an outline to aid in the creation of a suitable Security Plan when applying for an Alcohol Beverage License. This outline provides a general idea of the minimum concerns that should be addressed, but applicants are encouraged to provide as much detail as possible. It should be noted that not all concerns listed apply to all businesses. Security Plans should be typed. Applicants should also type out the question they are answering AND answer the question using complete sentences. Upon review of the Security Plan by SFPD, applicants may be asked to provide additional information (in writing) before the Security Plan can be approved.

Please provide your name, establishment address and date on the Security Plan when submitted.

1. **Identification of days and hours of operation:** What days of the week is your business open?
For each day what time is your business open and close?
2. **Identification of any parking areas owned or controlled by establishments:** Where do your customers/patrons park when they're at your establishment?
3. **Specific measures and procedures to address crowd management both inside and outside the premise:** How do you make sure crowds inside your establishment remain orderly? How do you ensure crowds outside (i.e. lines, smokers, etc.) your establishment remain orderly?
 - a. Do you have No Loitering signs, if so how many, where?
4. **Means of controlling access to the premises and parking area:** How does your establishment control who comes in and out of your establishment? How do you control who uses your parking areas if it's private parking?
 - a. Examples would be cameras, law enforcement/security guards, signs, or gates.
5. **Security Staffing:** Do you use Licensed Security Guards? If so, how many? How often on premises? Are they trained "in house" or by a company? If they were trained by a company, please provide the name (s) and name of company. Do you employ Off-Duty SFPD officers? If so, how many and how often?
6. **Measures used to combat underage consumption of alcoholic beverages:** What do you/your employees do to ensure that individuals under the age of 21 are not allowed to purchase/consume alcoholic beverages at your establishment?
 - a. Clearly state how you card customers. Do you have servers calculate the age by doing the math in their head? OR
 - b. Do you have a scanner where you scan the ID and it tells the employee the age of the customer?
OR
 - c. Do you enter the date of birth in a point of sale and it tells the employee the age of the customer?
7. **Measures used to distinguish between patrons who are over and under the age of 21, where applicable:** Does your establishment allow individuals under the age of 21 to enter? Of so, how do you identify people who are 21 and over from those who are under 21 years of age?
 - a. Clearly indicate if you issue wrist bands/hand stamps or card customers every time they order a beverage. Is there another type of measure taken to prevent underage sales?
8. **Do you have operable cameras?** If so, how many inside the location? How many outside the location?
9. **Discuss matters related to managing emergencies, such as fires, evacuation tactics, assignment of employee duties during emergencies, and coordination with public safety:** In the event of an emergency how is your staff trained to evacuate patrons? How does your establishment contact/work with police and EMS during an emergency?



South Fulton Police Department

5440 Fulton Industrial Blvd • Atlanta, Georgia 30336

Phone: (470) 809-7300

Keith Meadows

Chief of Police

Fredericka Jones

Licensee Print Name

Fredericka Jones

Licensee Signature

Sandtown Pub Safety Plan

Hours Of Operation

1. Sunday 12n -12m.....
2. Monday -Thursday 11a 12m
3. Friday -Saturday 11a-2am

This is a shared parking lot and customer are allowed to park in any parking space

This is a Nonsmoking establishment when customers are in the business they are sitting down eating or they are picking up a to go order. If all tables and bar stools are taken customers will either wait on benches up front or they will leave. Yes there are loitering signs out provided by the landlord front and back.

The parking lot is shared and customers may park anywhere

We only use COSF police only if we have a big event like boxing or Superbowl and its coordinated thru the COSF police dept. We also have outside 24-hour security thru A1 that's is from the Landlord.

Once a server or bartender clocks in our system tells them what date to look for on the ID. They are responsible for checking ID.

The business has camera that are on 24/7 that are in and outside of the building and the Landlord has cameras outside of the business that covers the entire parking lot

There is always a manger on duty and out policy is to call 911 and then get all customers and staff out of the building out of the closes exit

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Z23013/U23010: Application by Kelia Smith

DATE: November 28, 2023

SUBJECT: Z23013/U23010: Application by Kelia Smith

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Z23-013 Staff Report_PC	Cover Memo	11/22/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

SHARON SUBADAN
Interim CITY MANAGER



REGINALD B. MCLENDON
INTERIM DIRECTOR
COMMUNITY DEVELOPMENT AND
REGULATORY AFFAIRS

MEMORANDUM

TO: Planning Commission

FROM: Department of Community Development and Regulatory Affairs
Planning & Zoning Division

SUBJECT: **Z23-013: 3873 Demooney Road**

MEETING DATE: October 25, 2023

The applicant is requesting to rezone from the AG-1 (Agricultural/Cliftondale Overlay District) zoning district to the R-6 (Two-Family Dwelling District/Cliftondale Overlay District) zoning district to develop and operate a daycare center.

STAFF RECOMMENDATION: DENIAL

APPLICATION INFORMATION

Applicant Information:	Kelia Smith
Status of Applicant:	Applicant
City Council District(s):	4
Parcel ID Number:	14F0144LL0953
Area of Property:	1.2 Acres
Existing Zoning:	AG-1 (Agricultural District / Cliftondale Overlay District)
Current/Past Use of the Property:	The property contains a single-family residence.
Prior Zoning Cases/History:	N/A

SPECIFIC INFORMATION

REQUEST

The applicant is requesting to rezone from the AG-1 (Agricultural) zoning district to R-6 on a 1.2-acre lot.

BACKGROUND

The property is zoned AG-1. The applicant is requesting to rezone to R-6 to relocate Ollie's Tots Learning Center, a daycare/after-school program from 3515 Butner Road to 3873 Demooney Road. Their requested hours of operation are from 6:30am to 6:30pm (Monday-Friday). They have 5 staff members to supervise 45 children aged 1-12. The property will consist of a 65.7" wide building with a carpark to the left side and a play area in the back. No accessory structures or amenities are proposed.

PROPERTY LOCATION

The property consists of a 1.2-acre parcel located on the western side of Demooney Road lying and being in Land Lots 143 & 144, 14th District in the City of South Fulton, Fulton County, Georgia. The property is in Council District 4.

2021 COMPREHENSIVE PLAN LAND USE DESIGNATION

The subject property has a future land use designation of Agricultural Neighborhood as designated in the 2021 South Fulton Comprehensive Plan, which does not support the proposed zoning.

ADJACENT ZONING AND LAND USES

North: AG-1 (Agricultural District)
South: AG-1 (Agricultural District)
East: AG-1 (Agricultural District)
West: AG-1 (Agricultural District)

COMMUNITY AND PROPERTY OWNERS NOTIFICATION/COMMENTS

Per the requirements of Section 803.05, a Community Zoning Information Meeting was held virtually on October 2, 2023, at 6. The applicants presented their rezoning plan to attendees, and nobody spoke in opposition or in favor.

Staff placed the required notice of public hearing in The Daily Report on October 13, 2023, to notify the public that Case Z23-013 would be heard at the Planning Commission Meeting on October 25, 2023, and at the City Council Public Hearing on November 14, 2023.

Staff placed a notification sign in front of the subject property on October 5, 2023, to notify the surrounding community of the aforementioned hearing dates.

The Applicant was given the addresses within one mile of the subject property for the purposes of hosting their own community meeting.

APPLICABLE CODE REQUIREMENTS

N/A

SITE MAPS

See attached.

Standard of review for proposed rezoning (City Code, Appendix C, Sec. 803.06):

1) The suitability of the subject property for the zoned purposes;

The property supports the size and intensity of the proposed use. The proposed zoning district is not supported by the Future Land Use Map.

2) The extent to which the property values of the subject property are diminished by the particular zoning restrictions;

While a higher density zoning designation will, as a matter of course, create a higher property value, the current zoning of AG-1 (Agricultural District) does not diminish the unimproved property value.

3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;

The current zoning of AG-1 (Agricultural District) does not diminish the unimproved property value.

4) The relative gain to the public as compared to the hardship imposed upon the individual property owner;

Protecting existing natural features by conservation subdivision and low-to-medium developments is the goal of the Rural future land use designation. The proposed development provides a daycare facility for the surrounding area; however, it does not fulfill the intent of future land use for the area by operating such an institution. Staff do not anticipate any hardship for the property owner.

5) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property;

Staff has no knowledge of any prior development on the property.

6) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

The zoning will not permit a use that is suitable for development of adjacent and nearby properties because abutting properties are zoned and utilized as residential. The neighborhood is single-family residential and the zoning is designed to maintain the current existing character of single-family homes, not two-family housing development.

7) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The proposal will not adversely affect the use or usability of nearby property.

8) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

The property does have reasonable economic use as currently zoned.

9) Whether the zoning proposal will result in a use which will or could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools;

The Zoning proposal could cause an uptick of traffic and use of the existing street, transportation facilities, and utilities.

10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;

The zoning proposal is not in conformity with the comprehensive plan. The property is located in the Rural Neighborhood character area, which intends to act as a transitional area between Agricultural and Suburban neighborhood character areas. As proposed, the development would become a daycare facility, which is not allotted within the Comprehensive Plan.

11) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal;

Staff is unaware of any existing or changing conditions affecting the use of the property.

12) Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of South Fulton.

The zoning proposal will not permit an environmentally adverse use.

STAFF RECOMMENDATION

The Rural Neighborhood Character Area intends to be a transition between Agricultural and Suburban neighborhood character areas while preserving the rural residential identity of the city. The Rural neighborhoods contains low-to-medium density residential housing. The community of Cedar Grove and portions of Cliftondale are examples of this character area. Public infrastructure is available, but service might not be extended to all properties.

Other types of development allowed in Rural Neighborhood include civic uses such as schools, places of worship, community centers, and facilities.

The Rural Neighborhood Character Area supports the following zoning districts: R-2A, CUP, NUP, and SH. Therefore, the R-6 zoning district is not supported in the Rural Neighborhood Character Area.

The R-6 zoning district is described in the South Fulton Zoning Code as follows:

The R-6 District provides land areas for two-family dwellings and medium-density, single-family dwellings. These districts are to provide a transition between low- and high-density dwelling areas or between low-density dwelling areas and non-residential areas.

Staff recommends **DENIAL** based on these factors.

PREPARED BY: Victoria Young, Planner

REVIEWED BY: Reginald McClendon, Director, CDRA

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Z23014: Application by Kema Tillman

DATE: November 28, 2023

SUBJECT: Z23014: Application by Kema Tillman

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Z23-014 Staff Report	Cover Memo	11/22/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

SHARON SUBADAN
Interim CITY MANAGER



REGINALD B. MCLENDON
INTERIM DIRECTOR
COMMUNITY DEVELOPMENT AND
REGULATORY AFFAIRS

MEMORANDUM

TO: Planning Commission

FROM: Department of Community Development and Regulatory Affairs
Planning & Zoning Division

SUBJECT: **Z23-014: 5510 Feldwood Place**

MEETING DATE: October 2, 2023

The applicant is requesting to rezone from the AG-1 (Agricultural) zoning district to TR (Townhouses Residential) to construct eight townhouses on 1.1 acres. Council District 5.

STAFF RECOMMENDATION: APPROVAL

APPLICATION INFORMATION

Applicant Information:	Kema Tillman
Status of Applicant:	Applicant
City Council District(s):	5
Parcel ID Number:	09F250101050314
Area of Property:	1.10 Acres
Existing Zoning:	AG-1 (Agricultural District)
Current/Past Use of the Property:	The property is currently vacant.
Prior Zoning Cases/History:	N/A

SPECIFIC INFORMATION**REQUEST**

The applicant is requesting to rezone from AG-1 (Agricultural District) to TR (Townhouse Residential District).

BACKGROUND

The property is zoned AG-1. The applicant is requesting to rezone from the AG-1 (Agricultural) zoning district to TR (Townhouses Residential) to construct eight single-family attached residences with attached garages to accommodate required parking on 1.1 acres.

PROPERTY LOCATION

The property consists of a 1.1-acre parcel located on the corner of Feldwood Rd and Feldwood Place (with Feldwood Rd to the east and Feldwood Place to the south) lying and being in Land Lots 105, 9th District in the City of South Fulton, Fulton County, Georgia. The property is in Council District 5.

2021 COMPREHENSIVE PLAN LAND USE DESIGNATION

The subject property has a future land use designation of Suburban II Neighborhood as designated in the 2021 South Fulton Comprehensive Plan, which supports the proposed zoning.

ADJACENT ZONING AND LAND USES

North: R3 (Single-Family Dwelling District)
South: AG-1 (Agricultural District)
East: AG-1 (Agricultural District)
West: CUP (Community Unit Plan District)

COMMUNITY AND PROPERTY OWNERS NOTIFICATION/COMMENTS

Per the requirements of Section 803.05, a Community Zoning Information Meeting was held virtually on August 7, 2023, at 6:00pm. The applicants presented their rezoning plan to attendees, and nobody spoke in opposition or in favor.

Staff placed the required notice of public hearing in The Daily Report on October 13, 2023, to notify the public that Case Z23-014 would be heard at the Planning Commission Meeting on October 25, 2023, and at the City Council Public Hearing on November 14, 2023.

Staff placed a notification sign in front of the subject property on October 5, 2023, to notify the surrounding community of the aforementioned hearing dates.

The Applicant was given the addresses within one mile of the subject property for the purposes of hosting their own community meeting.

APPLICABLE CODE REQUIREMENTS

N/A

SITE MAPS

See attached.

Standard of review for proposed rezoning (City Code, Appendix C, Sec. 803.06):

1) The suitability of the subject property for the zoned purposes;

The zoning district is supported by the Future Land Use Map.

2) The extent to which the property values of the subject property are diminished by the particular zoning restrictions;

Property values are not diminished by the current zoning.

3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;

While a higher density zoning designation will, as a matter of course, create a higher property value, the current zoning of AG-1 (Agricultural District) does not diminish the unimproved property value.

4) The relative gain to the public as compared to the hardship imposed upon the individual property owner;

Providing a wide diversity of housing types and affordability while preserving the surrounding natural, agricultural, and rural areas is the goal of the Suburban II Neighborhood future land use designation. The proposed development fulfills the intent of the future land use by offering medium-density housing. Staff does not anticipate any hardship to the property owner.

5) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property;

Staff has no knowledge of any prior development on the property.

6) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

The zoning will permit a use that is suitable for development of adjacent and nearby properties because abutting properties are zoned and utilized as residential. Significant buffers are proposed on the perimeter of the development.

7) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The proposal could adversely affect the use or usability of nearby property due to the size and intensity of the project.

8) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

The property does have reasonable economic use as currently zoned.

9) Whether the zoning proposal will result in a use which will or could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools;

The Zoning proposal will not cause any excessive burdensome use of transportation facilities, utilities, or schools; however, the proposed use could be challenging to the use of the existing street due to the eight driveways being located in close proximity to each other as proposed on the preliminary site plan.

10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;

The zoning proposal is in conformity with the Comprehensive Plan.

11) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal;

Staff are unaware of any existing or changing conditions affecting the use of the property.

12) Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of South Fulton.

The zoning proposal will not permit an environmentally adverse use.

STAFF RECOMMENDATION

In the 2021 Comprehensive Plan, The Suburban Neighborhood Character Area intends to provide a wide diversity of housing types and affordability in the City of South Fulton while preserving the surrounding natural, agricultural, and rural areas. The area is further subdivided into two levels, Suburban I and Suburban II, which represent a transitional density from the less intense uses near rural areas to the more intensive suburban uses that are older and have a higher density.

The Suburban Neighborhoods are located closest to urbanized areas and are comprised of medium-density residential housing. Included in this area are the communities of Sandtown, Cascade, Old National, and portions of Cliftondale. Public infrastructure is available. This Character Area has the highest percentage of existing developed land.

Other types of development allowed in the Suburban Neighborhood Character Area include civic uses such as schools, places of worship, community centers, and facilities. Within the Suburban II Neighborhood, Character mixed use developments may be allowed to encourage redevelopment of older areas.

The Suburban II Character Area supports the following zoning districts: R-3, R-3A, R-4, R-4A, R-5, R-5A, TR, MIX, NUP. The TR (Townhouse Residential) zoning district is supported in the Suburban II Character Area.

Staff recommends **APPROVAL** based on these factors.

PREPARED BY: Victoria Young, Planner & Karen Tominey, Planner

REVIEWED BY: Reginald McClendon, Director, CDRA

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Public Hearing – The city proposes to substantially amend the City’s Five-Year Consolidated Plan (2020 - 2024) Annual Action Plan and to reprogram funds

DATE: November 28, 2023

SUBJECT: Public Hearing – The city proposes to substantially amend the City’s Five-Year Consolidated Plan (2020 - 2024) Annual Action Plan and to reprogram funds

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF_CDBGSubstantialAmen_PublicNotice_2	Cover Memo	11/22/2023



REVISED PUBLIC NOTICE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Substantial Amendment of the Five-Year Consolidated Plan (2020-2024)
And
Reprogramming of CDBG Funds

This Public Notice is posted to advise the community that the City of South Fulton will submit a request to the U.S. Department of Housing and Community Development (HUD) on or about November 28, 2023, to substantially amend the City's Five-Year Consolidated Plan (2020-2024) Annual Action Plan and to reprogram funds as listed below.

FROM:

FY2021

Funding Recommendations by Priority	Funding Amount
Blight Reduction and Neighborhood Revitalization (Code Enforcement)	\$150,000
Public Facilities, Facility Improvements, and Public Infrastructure (Public Works)	\$62,225
Fair Housing, Housing Counseling, and Legal Services (Fair Housing of ATL)	\$25,000
Economic Development	\$150,000
Disaster Preparedness, Emergency Management	\$25,000
Planning & Administration (CDRA, Finance, and City Manager Depts.)	\$100,000
Total	\$512,225

FY2022

Funding Recommendations by Priority	Funding Amount
Blight Reduction and Neighborhood Revitalization (Code Enforcement)	\$125,000
Public Facilities, Facility Improvements, and Public Infrastructure (Public Works)	\$223,128
Fair Housing, Housing Counseling, and Legal Services (Fair Housing of ATL)	\$25,000
Planning & Administration (CDRA, Finance, and City Manager Depts.)	\$93,280
Total	\$466,408

TO:

FY2021

Greenspace Acquisition	\$412,225
Planning & Administration (CDRA, Finance, and City Manager Depts.)	\$100,000
Total	\$512,225

FY2022

Greenspace Acquisition	\$373,128
Planning & Administration (CDRA, Finance, and City Manager Depts.)	\$93,280
Total	\$466,408

In accordance with the City of South Fulton Citizen Participation Plan (CPP), the public is invited to comment on the substantial amendment to the Consolidate Plan/Annual Action Plan either orally or in writing. The City Council will hold a public hearing on **Tuesday, November 14th, 2023, at 4:00 p.m.**, at Welcome All Multipurpose Facility 4255 Will Lee Road, South Fulton, GA 30349 and a second public hearing on **Tuesday, November 28th, 2023, at 4:00 pm** at Southwest Art Center, 915 New Hope Road, SW, South Fulton, GA 30331. Written comments will be considered and can be sent to Reginald B. McClendon, Interim Community Development Director at reginald.mcclendon@cityofsouthfultonga.gov, or by mail to:

City of South Fulton
Attn: Reginald B. McClendon
5440 Fulton Industrial Blvd
Atlanta, GA 30336

The comment period will start on October 27, 2023, and will run through November 28, 2023.

The City of South Fulton does not discriminate on the bases of disability in admission to, access to or the operations of its programs, services, or activities and the City owned facilities to provide reasonable accommodations for attendees of public meetings with disabilities. Individuals who need assistance should contact the Department of Communications at (470) 809-7700, or Georgia Relay 7-1-1 (470-809-7700) For additional information, please contact City of South Fulton, Department of Community Development at (470) 809-7234.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Approval of a Resolution to amend the City's Five-Year Consolidated Plan (2020 - 2024) Annual Action Plan and to reprogram funds.

DATE: November 28, 2023

SUBJECT: Request Approval of a Resolution to amend the City's Five-Year Consolidated Plan (2020 - 2024) Annual Action Plan and to reprogram funds.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Resolution - CDBG Amendment 2023	Cover Memo	11/22/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2023-_____

A RESOLUTION TO APPROVE A SUBSTANTIAL AMENDMENT TO THE SOUTH FULTON CONSOLIDATED PLAN (2020-2024); TO ADOPT AMENDMENTS TO THE FY2021 AND FY2022 ANNUAL ACTION PLANS; TO AUTHORIZE SUBMISSION OF THE AMENDED CONSOLIDATED PLAN AND ANNUAL ACTION PLANS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; TO AUTHORIZE THE CITY MANAGER OR HER DESIGNEE TO EXECUTE ALL DOCUMENTATION NECESSARY TO SUBMIT THE AMENDMENTS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND AUTHORIZING THE DISBURSEMENT AND EXPENDITURE OF FUNDS RECEIVED PURSUANT TO THE AMENDMENTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, The City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof ("City Council"); and

WHEREAS, the City Council has approved the Consolidated Plan (2020-2024), the FY2021 Annual Action Plan, and the FY2022 Annual Action Plan with funding recommendations for the City's entitlement grants from the U.S. Department of Housing and Urban Development; and

WHEREAS, amendments to the Consolidated Plan and the Annual Action Plans are required to reallocate funds; and

WHEREAS, in accordance with the Consolidated Plan's Citizen Participation Plan, this substantial amendment was advertised for a period of 30 days prior to adoption, and public hearings were held on November 14, 2023, and November 28, 2023, and public comments were accepted vial mail and email; and

WHEREAS, this Resolution is in the best interests of the health and general welfare of the City, its residents, and the general public.

THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY RESOLVES

Section 1. That the Mayor and City Council of the City of South Fulton, Georgia, hereby grant the City Manager, or her designee, the authority to sign a letter, addressed to the United States Department of Housing and Urban Development Senior Community Planning and Development Representative, providing the details of the substantial amendment to the Consolidated Plan (2020-2024), the FY2021 Annual Action Plan, and the FY2021 Annual Action Plan, as set forth in the attached Exhibits.

Section 2. That the Mayor and City Council of the City of South Fulton, Georgia, hereby grant the City Manager, or her designee, the authority to submit the Substantial Amendment to the

Consolidate Plan (2020-2024) and the FY2021 and FY2020 Annual Action Plans through HUD's Integrated Distribution Information System.

Section 3. This Resolution shall become effective immediately upon its adoption.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Approval of Classification and Compensation (Pay) Study
Recommendations

DATE: November 28, 2023

SUBJECT: Request Approval of Classification and Compensation (Pay) Study
Recommendations

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
South Fulton - Project Summary Presentation v1.1 rev	Cover Memo	11/22/2023

Classification and Compensation Study Project Summary Presentation City of South Fulton, GA



**Presented by:
Peter Backhaus**



November 14th, 2023

Who We Are

- **National Public Sector Consulting Experience**
 - **Work in 47 States**
 - **Extensive Experience Working with Local Governments**
 - **Over 1,200 Classification and/or Compensation Studies**
 - **Full-Service Human Resources Consulting Practice**
- **Public Sector Expertise**
 - **Local Governments**
 - **State Governments**
 - **Colleges and Universities**
 - **School Districts**
 - **Quasi-Governmental Organizations**
 - **Non-Profits**



Georgia HR Experience

- City of Atlanta
- City of Alpharetta*
- City of Brookhaven*
- City of Calhoun
- City of Chamblee
- City of Commerce
- City of Dahlonega
- City of Dalton*
- City of Douglasville*
- City of Dublin
- City of Duluth*
- City of Dunwoody*
- City of East Pont
- City of Fairburn
- City of Fayetteville*
- City of Forest Park
- City of Garden City
- City of Griffin
- City of Hampton
- City of Johns Creek
- City of Kennesaw
- City of Kingsland
- City of Marietta/Board of LW
- City of Norcross
- City of Powder Springs
- City of Roswell*
- City of Sandy Springs
- City of Savannah
- City of Statesboro*
- City of Stockbridge
- City of Tybee Island*
- City of Woodstock
- Barrow County
- Cherokee County*
- Cobb County
- Columbus Consolidated Government
- Douglas County
- Effingham County
- Forsyth County*
- Habersham County
- Live Oak Public Libraries
- Lumpkin County*
- Madison County
- Worth County*
- Clayton County Water Authority
- Cobb County-Marietta Water Authority
- Douglasville-Douglas County
Water and Sewer Authority
- Lumpkin County Water and
Sewerage Authority*
- Forsyth County Public Library
- Brunswick-Glynn Joint WSC

Overview

- **Study Goals**
- **Project Phases**
- **Employee Meetings**
- **Current System Review**
- **JAT Responses**
- **Compensation Survey**
- **Key Findings & Recommendations**

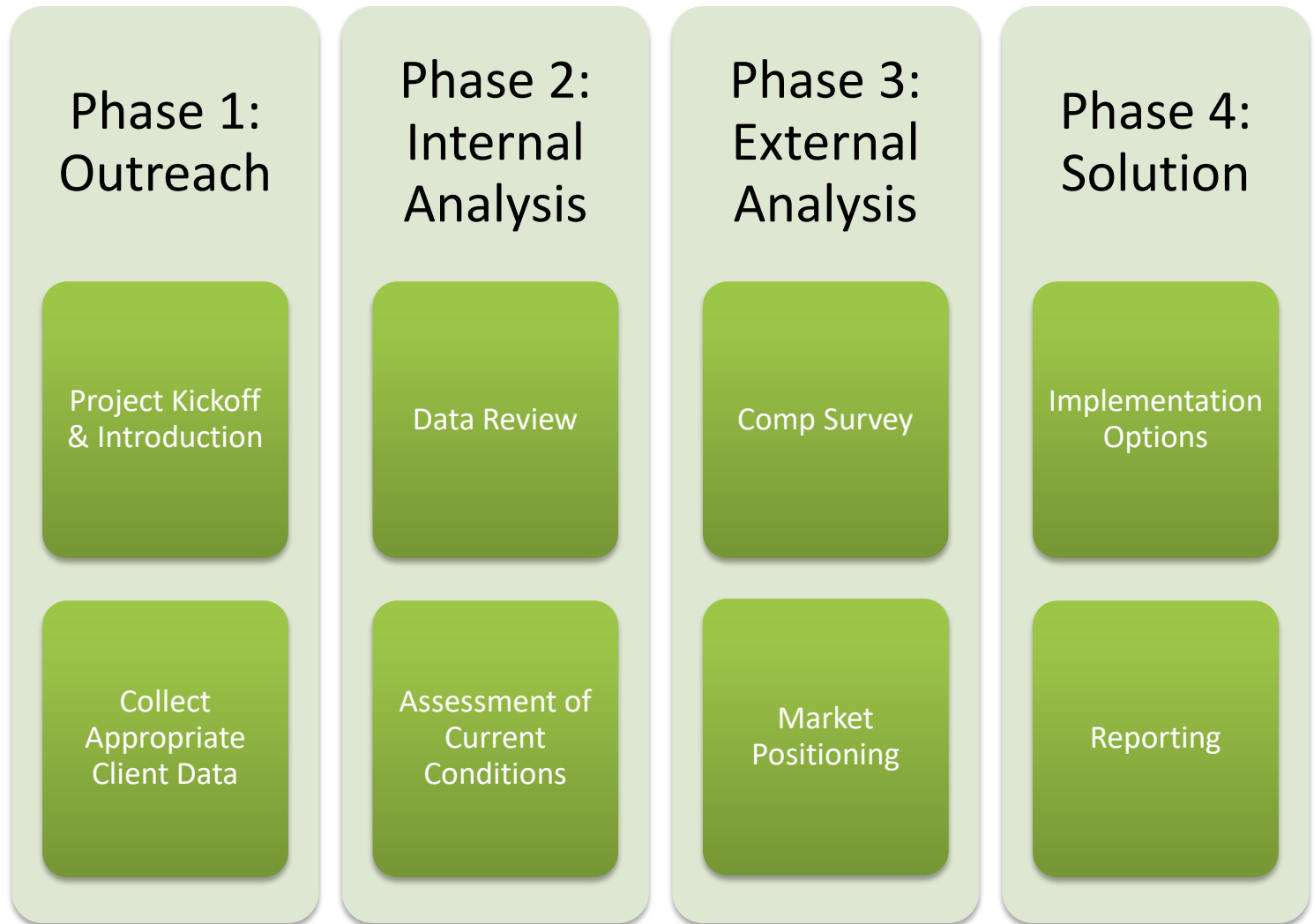


Study Goals

- **Review current classification and compensation system to ensure internal equity**
- **Survey peer organizations to ensure external equity**
- **Produce recommendations to provide the organization with a classification and compensation system that is equitable, both internally and externally**



Project Phases



Employee Meetings

Comments - Positive

- **Benefits** – The City’s employees expressed that the benefits package, was one of the leading reasons they initially decided to pursue employment with the City. Both Health and Retirement were cited as contributions to recruitment and retention.
- **Culture** – Employees found the flexibility with scheduling and upstanding character of their colleagues supported a positive environment at times.
- **Career Opportunities** – Several employee groups spoke on the for professional development and training that is available within the city and community.



Employee Meetings

Comments - Concerns

- **External Equity** – Feedback on the competitiveness of pay in South Fulton, with some employees sharing that their starting pay is lower than in other municipalities and provides difficulty with retaining top talent.
- **Internal Equity** – There was concern across employee groups that jobs were not as clearly defined as they could be. Additional mentions of the potential hiring practices to attract talent at competitive levels caused disruption between newly hired employees and those that are tenured.
- **Turnover** – Many employee groups expressed the concern that due to the recent levels of turnover experienced employees often need to work as interim supervisor or assist with other departmental tasks to ensure the forward progress of the operation.



Current System Review

- **Strength:**

- The City possesses a very customizable pay structure with the temporary pay plan that can respond to market changes for individual classifications.
- The City has a semi-positive relationship between tenure and pay grade penetration.

- **Weakness:**

- There appears to be some compression throughout the pay plans. There are instances where employees may be making more than their supervisors in select areas.
- Through most of the pay grades in the temporary plan, there are instances where employees are making salaries higher than what a model may suggest based on their time with the city. While not directly negative, as this could be done to combat market inequities or hire competitively based on previous experience, it is a point of the plan to consider.





Compression Analysis

- Pay compression can be defined as the lack of variation in salaries between employees with significantly different levels of experience and/or responsibility.
 - *Range Compression* – employees in the same job, but with different levels of experience not possessing sufficient pay variation.
 - *Rank Compression* – employees in a supervisor-supervisee relationship not possessing sufficient pay variation.



JAT Completion

- Number of JATs issued: 543
- Number of Classifications Represented: 105 (71.92%)
- Percent of Total Employees Participating: 52.30%

Classification Summary		
Total # of Classifications Surveyed	# of Classifications with a JAT	# of Classifications without a JAT
146	105	41
	% Complete	% Incomplete
	71.92%	28.08%

Comp Survey

- Salary and benefits survey resulted in 17 responses.
- All responses are adjusted for cost of living differentials.
- Salary ranges and average actuals were collected from the respondents.
- A total of 100 jobs were benchmarked and surveyed from the market.

Respondent Organizations
Albany, GA
Alpharetta, GA
Athens, GA
Atlanta, GA
Augusta, GA
College Park, GA
Columbus, GA
Dekalb County, GA
Douglasville, GA
East Point, GA
Fulton County, GA
Gwinnett County, GA
Johns Creek, GA
Marietta, GA
Peachtree City, GA
Sandy Springs, GA
Savannah, GA



Comp Survey Results

Market Comparison Results

Unadjusted Results (no cost-of-living adjustment)			Adjusted Results (cost-of-living adjusted)		
Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
9.8%	8.1%	7.5%	-0.6%	-1.8%	-2.5%

1. A negative differential indicates the City is behind at that market position.
2. The results show the importance of range spread and adjusting salaries based on costs of living when comparing to the market. The City is slightly behind the market at the minimum of the range but grows further behind the market at the maximum of the range. Additionally, while the unadjusted results appear highly competitive at the 75th percentile, once the adjustments are made the city moves much closer to alignment.
3. Results shown are averages at the 75th percentile. Results will vary for individual classifications. Furthermore, results are reflective of published pay ranges from the temporary plan and not individual salaries. Some classifications were found to be competitive or even ahead of market, while others were found to be further behind than the average differential.



Key Recommendations

1. Adopt an updated step plan with new grades for general employees. Adopt a unified, updated step-based pay plan for police employees. The newly recommended pay plans have consistent range spreads and a logical progression between the grades.
2. Reassign positions to pay grades based on internal equity and the market results. Some positions will see larger adjustments than others due to the market response.
3. Modernize classification titles and consolidate classifications as needed based on industry standard and workforce progression.
4. Place employees within their newly recommended pay grades. Select an implementation methodology that aligns with the compensation philosophy and financial means of the City.



Presented Implementation Option and Pay Plan Details

➤ Class-Step Parity:

- Realigns employees along their salary range based on how long they have been serving in their current classification. This is done on a 10-year basis for employees, meaning employees with 10 or more years of experience in their current classification would be placed at maximum, whereas employees with 5 years would be placed at the midpoint of the range.

➤ Pay Plan Details:

- The new pay plan for general employees consists of 32 grades, progressing 5% from one to the next with a 55% salary range spread. The new pay plan for police consists of 10 grades with a 50% salary range spread, and growing progression from 5 to 10%.
- The average pay range adjustment is 6.9% per classification. Some classifications have greater adjustments based on market alignment and establishing internal equity, while some have lower.



General Employee Step Plan

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
G1	\$ 41,600.00	\$ 43,675.84	\$ 45,855.26	\$ 48,143.44	\$ 50,545.80	\$ 53,068.04	\$ 55,716.13	\$ 58,496.37	\$ 61,415.33	\$ 64,479.96
G2	\$ 43,680.00	\$ 45,859.63	\$ 48,148.03	\$ 50,550.61	\$ 53,073.09	\$ 55,721.44	\$ 58,501.94	\$ 61,421.18	\$ 64,486.10	\$ 67,703.96
G3	\$ 45,864.00	\$ 48,152.61	\$ 50,555.43	\$ 53,078.14	\$ 55,726.74	\$ 58,507.51	\$ 61,427.03	\$ 64,492.24	\$ 67,710.41	\$ 71,089.15
G4	\$ 48,157.20	\$ 50,560.24	\$ 53,083.20	\$ 55,732.05	\$ 58,513.08	\$ 61,432.88	\$ 64,498.39	\$ 67,716.85	\$ 71,095.93	\$ 74,643.61
G5	\$ 50,565.06	\$ 53,088.26	\$ 55,737.36	\$ 58,518.65	\$ 61,438.74	\$ 64,504.53	\$ 67,723.30	\$ 71,102.70	\$ 74,650.72	\$ 78,375.79
G6	\$ 53,093.31	\$ 55,742.67	\$ 58,524.23	\$ 61,444.59	\$ 64,510.67	\$ 67,729.75	\$ 71,109.47	\$ 74,657.83	\$ 78,383.26	\$ 82,294.58
G7	\$ 55,747.98	\$ 58,529.80	\$ 61,450.44	\$ 64,516.82	\$ 67,736.21	\$ 71,116.24	\$ 74,664.94	\$ 78,390.72	\$ 82,302.42	\$ 86,409.31
G8	\$ 58,535.38	\$ 61,456.29	\$ 64,522.96	\$ 67,742.66	\$ 71,123.02	\$ 74,672.05	\$ 78,398.19	\$ 82,310.26	\$ 86,417.54	\$ 90,729.78
G9	\$ 61,462.15	\$ 64,529.11	\$ 67,749.11	\$ 71,129.79	\$ 74,679.17	\$ 78,405.66	\$ 82,318.10	\$ 86,425.77	\$ 90,738.42	\$ 95,266.27
G10	\$ 64,535.25	\$ 67,755.56	\$ 71,136.57	\$ 74,686.28	\$ 78,413.13	\$ 82,325.94	\$ 86,434.00	\$ 90,747.06	\$ 95,275.34	\$ 100,029.58
G11	\$ 67,762.02	\$ 71,143.34	\$ 74,693.39	\$ 78,420.59	\$ 82,333.78	\$ 86,442.24	\$ 90,755.71	\$ 95,284.41	\$ 100,039.11	\$ 105,031.06
G12	\$ 71,150.12	\$ 74,700.51	\$ 78,428.06	\$ 82,341.62	\$ 86,450.47	\$ 90,764.35	\$ 95,293.49	\$ 100,048.64	\$ 105,041.06	\$ 110,282.61
G13	\$ 74,707.62	\$ 78,435.53	\$ 82,349.47	\$ 86,458.71	\$ 90,772.99	\$ 95,302.57	\$ 100,058.16	\$ 105,051.07	\$ 110,293.12	\$ 115,796.74
G14	\$ 78,443.00	\$ 82,357.31	\$ 86,466.94	\$ 90,781.64	\$ 95,311.64	\$ 100,067.70	\$ 105,061.07	\$ 110,303.62	\$ 115,807.77	\$ 121,586.58
G15	\$ 82,365.15	\$ 86,475.18	\$ 90,790.29	\$ 95,320.72	\$ 100,077.23	\$ 105,071.08	\$ 110,314.13	\$ 115,818.80	\$ 121,598.16	\$ 127,665.91
G16	\$ 86,483.41	\$ 90,798.93	\$ 95,329.80	\$ 100,086.76	\$ 105,081.09	\$ 110,324.63	\$ 115,829.83	\$ 121,609.74	\$ 127,678.07	\$ 134,049.20
G17	\$ 90,807.58	\$ 95,338.88	\$ 100,096.29	\$ 105,091.10	\$ 110,335.14	\$ 115,840.87	\$ 121,621.32	\$ 127,690.23	\$ 134,061.97	\$ 140,751.66
G18	\$ 95,347.96	\$ 100,105.83	\$ 105,101.11	\$ 110,345.65	\$ 115,851.90	\$ 121,632.91	\$ 127,702.39	\$ 134,074.74	\$ 140,765.07	\$ 147,789.25
G19	\$ 100,115.36	\$ 105,111.12	\$ 110,356.16	\$ 115,862.93	\$ 121,644.49	\$ 127,714.55	\$ 134,087.51	\$ 140,778.48	\$ 147,803.32	\$ 155,178.71
G20	\$ 105,121.13	\$ 110,366.67	\$ 115,873.97	\$ 121,656.08	\$ 127,726.72	\$ 134,100.28	\$ 140,791.89	\$ 147,817.40	\$ 155,193.49	\$ 162,937.64
G21	\$ 110,377.18	\$ 115,885.01	\$ 121,667.67	\$ 127,738.88	\$ 134,113.05	\$ 140,805.30	\$ 147,831.48	\$ 155,208.27	\$ 162,953.16	\$ 171,084.53
G22	\$ 115,896.04	\$ 121,679.26	\$ 127,751.05	\$ 134,125.83	\$ 140,818.71	\$ 147,845.56	\$ 155,223.05	\$ 162,968.68	\$ 171,100.82	\$ 179,638.75
G23	\$ 121,690.85	\$ 127,763.22	\$ 134,138.60	\$ 140,832.12	\$ 147,859.64	\$ 155,237.84	\$ 162,984.21	\$ 171,117.12	\$ 179,655.86	\$ 188,620.69
G24	\$ 127,775.39	\$ 134,151.38	\$ 140,845.53	\$ 147,873.73	\$ 155,252.63	\$ 162,999.73	\$ 171,133.42	\$ 179,672.98	\$ 188,638.66	\$ 198,051.73
G25	\$ 134,164.16	\$ 140,858.95	\$ 147,887.81	\$ 155,267.41	\$ 163,015.26	\$ 171,149.72	\$ 179,690.09	\$ 188,656.62	\$ 198,070.59	\$ 207,954.31
G26	\$ 140,872.37	\$ 147,901.90	\$ 155,282.20	\$ 163,030.78	\$ 171,166.02	\$ 179,707.20	\$ 188,674.59	\$ 198,089.46	\$ 207,974.12	\$ 218,352.03
G27	\$ 147,915.98	\$ 155,296.99	\$ 163,046.31	\$ 171,182.32	\$ 179,724.32	\$ 188,692.56	\$ 198,108.32	\$ 207,993.93	\$ 218,372.82	\$ 229,269.63
G28	\$ 155,311.78	\$ 163,061.84	\$ 171,198.63	\$ 179,741.44	\$ 188,710.54	\$ 198,127.19	\$ 208,013.74	\$ 218,393.62	\$ 229,291.47	\$ 240,733.11
G29	\$ 163,077.37	\$ 171,214.93	\$ 179,758.56	\$ 188,728.51	\$ 198,146.06	\$ 208,033.55	\$ 218,414.43	\$ 229,313.31	\$ 240,756.04	\$ 252,769.77
G30	\$ 171,231.24	\$ 179,775.68	\$ 188,746.49	\$ 198,164.94	\$ 208,053.37	\$ 218,435.23	\$ 229,335.15	\$ 240,778.97	\$ 252,793.84	\$ 265,408.25
G31	\$ 179,792.80	\$ 188,764.46	\$ 198,183.81	\$ 208,073.18	\$ 218,456.03	\$ 229,356.99	\$ 240,801.90	\$ 252,817.92	\$ 265,433.53	\$ 278,678.67
G32	\$ 188,782.44	\$ 198,202.69	\$ 208,093.00	\$ 218,476.84	\$ 229,378.84	\$ 240,824.84	\$ 252,842.00	\$ 265,458.82	\$ 278,705.21	\$ 292,612.60



Police Step Plan

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
P1	\$ 54,000.00	\$ 56,700.00	\$ 59,400.00	-	-	-	-	-	-	-
P2	\$ 61,000.00	\$ 63,806.00	\$ 66,741.08	\$ 69,811.17	\$ 73,022.48	\$ 76,381.51	\$ 79,895.06	\$ 83,570.24	\$ 87,414.47	\$ 91,435.53
P3	\$ 64,050.00	\$ 66,996.30	\$ 70,078.13	\$ 73,301.72	\$ 76,673.60	\$ 80,200.59	\$ 83,889.82	\$ 87,748.75	\$ 91,785.19	\$ 96,007.31
P4	\$ 67,252.50	\$ 70,346.12	\$ 73,582.04	\$ 76,966.81	\$ 80,507.28	\$ 84,210.62	\$ 88,084.31	\$ 92,136.18	\$ 96,374.45	\$ 100,807.67
P5	\$ 71,960.18	\$ 75,270.34	\$ 78,732.78	\$ 82,354.49	\$ 86,142.79	\$ 90,105.36	\$ 94,250.21	\$ 98,585.72	\$ 103,120.66	\$ 107,864.21
P6	\$ 76,997.39	\$ 80,539.27	\$ 84,244.07	\$ 88,119.30	\$ 92,172.79	\$ 96,412.74	\$ 100,847.72	\$ 105,486.72	\$ 110,339.11	\$ 115,414.71
P7	\$ 82,387.20	\$ 86,177.02	\$ 90,141.16	\$ 94,287.65	\$ 98,624.88	\$ 103,161.63	\$ 107,907.06	\$ 112,870.79	\$ 118,062.84	\$ 123,493.74
P8	\$ 88,154.31	\$ 92,209.41	\$ 96,451.04	\$ 100,887.79	\$ 105,528.63	\$ 110,382.94	\$ 115,460.56	\$ 120,771.74	\$ 126,327.24	\$ 132,138.30
P9	\$ 94,325.11	\$ 98,664.07	\$ 103,202.61	\$ 107,949.93	\$ 112,915.63	\$ 118,109.75	\$ 123,542.80	\$ 129,225.77	\$ 135,170.15	\$ 141,387.98
P10	\$ 103,757.62	\$ 108,530.47	\$ 113,522.87	\$ 118,744.93	\$ 124,207.19	\$ 129,920.72	\$ 135,897.08	\$ 142,148.34	\$ 148,687.17	\$ 155,526.78



Implementation Costs

Implementation Option	Total Salary-Only Cost	Number of Employees Adjusted	Average Adjustment for Impacted Employees	% of Payroll
Class Step Salary	\$ 1,920,963.81	409	\$ 4,696.73	5.5%

Recommended Implementations

➤ Class-Step Parity Pros

- Credits employees for time in classification
- Addresses compression based on time in classification
- Adjusts for market



Thank you

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GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Approval of 2023 Collective Bargaining Agreement and Incentive Application with Local #3920, International Association of Fire Fighters

DATE: November 28, 2023

SUBJECT: Request Approval of 2023 Collective Bargaining Agreement and Incentive Application with Local #3920, International Association of Fire Fighters

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
FINAL_2023_2024 COSF and IAFF CBA (clean) rev 2 vdh edits[22]	Cover Memo	11/22/2023
FINAL INCENTIVE APPLICATION Fire Union	Cover Memo	11/22/2023

2023 Collective Bargaining Agreement

City of South Fulton



And



South Fulton
Firefighters Association
IAFF Local 3920

Table of Contents

Article I.	Preamble	5
Section 1.1	Purpose.....	5
Section 1.2	Agreement.....	5
Article II.	Union Recognition.....	5
Section 2.1	Recognition	5
Section 2.2	Open Shop.....	5
Section 2.3	Dues Checkoff	6
Section 2.4	Union Activities	6
Section 2.5	No Strike/Lockout.....	6
Article III.	Management Rights	7
Section 3.1	Authority	7
Article IV.	General Provisions	9
Section 4.1	Duration of Agreement	9
Section 4.2	Labor/Management Committee	9
Section 4.3	Resolution of Conflict.....	10
Section 4.4	Limited Emergency.....	11
Article V.	Safety	12
Section 5.1	Responsibility	12
Section 5.2	Safety Management System.....	12
Section 5.3	Safety Concerns/Complaints.....	12
Section 5.4	Employee Assistance Program	12
Section 5.5	Union Facility Inspections	13
Section 5.6	Communicable Disease.....	13
Section 5.7	P.P.E. Assignment and Maintenance	13
Section 5.8	Job Hazard Analysis	13
Section 5.9	Training for P.P.E. shall include:.....	14
Section 5.10	Facility Cleaning	14
Article VI.	Article VI. Hours of Work.....	14
Section 6.1	Schedules	14

Section 6.2	Fair Labor.....	15
Section 6.3	Rank for Rank.....	16
Section 6.4	Shift Exchange.....	16
Section 6.5	Sick Leave and Shift Exchanges.....	17
Section 6.6	Overtime	17
Section 6.7	Holidays	18
Section 6.8	Vacation	19
Article VII.	Working Conditions.....	19
Section 7.1	Bulletin Board Space	19
Section 7.2	Station Maintenance.....	19
Section 7.3	Station Furnishings	20
Section 7.4	Transfers	21
Section 7.5	Light Duty Assignment.....	22
Section 7.6	Working Out-Of-Classification	22
Section 7.7	Staffing.....	23
Section 7.8	Uniforms	23
Article VIII.	General Employment Practices.....	23
Section 8.1	Human Resources Policy Manual.....	23
Section 8.2	Seniority.....	23
Section 8.3	Substance and Alcohol Testing.....	24
Article IX.	Corrective and Disciplinary Action	24
Section 9.1	Progressive Discipline	24
Section 9.2	Notice of Corrective Action.....	26
Section 9.3	Offenses and Consequences.....	26
Section 9.4	Loudermill Hearing.....	33
Section 9.5	Request for information from the City.....	33
Article X.	Wages.....	33
Section 10.1	Wages.....	33
Section 10.2	Base Wages.....	34
Section 10.3	EMT Basic Certification.....	34
Section 10.4	Incentives.....	34
Article XI.	Retirement.....	34

Section 11.1	Georgia State Firefighters' Pension	34
Section 11.2	Benefits	35
Article XII.	35	
Miscellaneous Clauses		35
Section 12.1	Legal Intent	35
Section 12.2	Human Resources Policy and Procedures.....	35
Section 12.3	Contract Negotiations	35

Article I. Preamble

Section 1.1 Purpose

- (a) Consistent with Title 13 of the City of South Fulton Code of Ordinances, this agreement is entered into by and between the City of South Fulton, Georgia, hereinafter referred to as the Employer and Local #3920, International Association of Fire Fighters, hereinafter referred to as the Union.
- (b) The purpose of this agreement is to achieve and maintain harmonious relations between the Employer and the Union, provide for the equitable and peaceful adjustment of any differences that may arise, and establish proper standards of wages, hours, and other conditions of employment.

Section 1.2 Agreement

- (a) The Employer and the Union recognize the need to provide efficient service to the public and maintain service quality.
- (b) Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal.
- (c) Each side has been allowed to put forth all its proposals and bargain in good faith through their chosen representatives, and both parties agree that this agreement expresses the results of their negotiations.
- (d) This instrument constitutes the entire agreement between the parties as to all existing matters subject to collective bargaining during the life of this agreement. It shall not be altered, amended, or changed in any manner. However, by mutual consent, evidenced by a written agreement duly executed by the parties, this agreement may be modified or changed by adding new provisions or deleting existing provisions.

Article II. Union Recognition

Section 2.1 Recognition

- (a) The Employer hereby recognizes the Union as the sole and exclusive representative for collective bargaining for all uniformed employees below the rank of Fire Battalion Chief, hereafter referred to as *bargaining unit members*.

Section 2.2 Open Shop

- (a) No city employee shall be required to join the Union as a condition of employment.

- (b) Non-dues-paying members shall enjoy the economic benefits herein. They shall also have access to the grievance procedure in disputes involving pay, monetary fringe benefits, and working conditions guaranteed by this agreement.

Section 2.3 Dues Checkoff

- (a) Upon receipt of a written authorization from the Union signed by the bargaining unit member, the Employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Treasurer of the Union from the pay of the bargaining unit member who signed the request.
- (b) The total deductions shall be remitted each month electronically by the Employer to the bank account on file, and a remittance receipt forwarded to the Treasurer of the Union.
- (c) The Union agrees to indemnify, defend, and hold the Employer harmless against all claims, demands, suits, or other forms of liability arising from the deduction of money by the Employer for Union dues from a bargaining unit member's pay. The Union assumes full responsibility for the disposition of money so deducted and all other payments made by the Employer to the Union hereunder once they have been turned over to the Secretary-Treasurer of the Local Union.

Section 2.4 Union Activities

- (a) There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for their activity on behalf of or membership in the Union consistent with the National Labor Relations Act.
- (b) Employees elected or appointed to represent the Union shall be granted time without pay to perform their union functions, including, but not limited to, attendance at regular and special meetings, conventions, seminars, and conferences.
- (c) A written list of elected or appointed Union representatives will be furnished to the Employer before the effective date for their assuming office duties. The Union will notify the Employer promptly of any changes of such representatives.
- (d) The Employer shall adjust staffing to allow up to three (3) representatives of the Union, (only) if on duty, to attend all meetings, which the Employer and the Union shall mutually set, to include activities related to disciplinary/grievance procedures, investigatory hearings and monthly Labor Management meetings.

Section 2.5 No Strike/Lockout

- (a) Should the Union object to any work rule or regulation as violating this agreement, it may resort to the Grievance Procedure outlined in this agreement.
- (b) The Employer and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work.
- (c) Pursuant to G.A. Code §25-5-3(a), neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer.
- (d) During the term of this agreement, neither the Employer nor its agents, for any reason, shall authorize, institute, aid, or promote any lockout of employees covered by this agreement.

Article III. Management Rights

Section 3.1 Authority

- (a) The Union agrees that the Employer has the authority to promulgate policies and procedures to administer the operations of the Fire Department, which it exercises under the provisions of law and in fulfilling its responsibilities under this agreement, including all statutory and inherent managerial rights, prerogative, and functions.
- (b) The Employer reserves and retains all rights, powers, past practices, prerogatives, and authority customarily or previously exercised by the Employer, except as expressly limited or modified by a specific provision of this agreement.
- (c) The Union and the employees covered under this agreement recognize and agree that the Employer has the sole and exclusive right, except as explicitly provided for in this agreement, to manage and direct any of its operations. Accordingly, the Employer specifically, by example but not by way of limitation, reserves the sole and exclusive right to:
 - (i) Exercise control to manage, direct and supervise all employees of the Employer;
 - (ii) Decide the scope of service to be performed and the method of service;
 - (iii) Take action necessary to carry out the mission and responsibility of the Employer in unusual and/or emergencies;
 - (iv) Schedule and assign the work to the employees and determine the size and composition of the workforce;

- (v) Assign overtime work to employees equitably based upon certifications, skill level, training, and need;
- (vi) Determine the services to be provided to the public and the maintenance procedure, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
- (vii) Hire and/or otherwise determine the criteria and standards of selection for employment;
- (viii) Promote and/or otherwise establish criteria and/or procedures for promotions and determine the number and types of positions in any compensation plan, which is or may be developed by the Employer. Terminate, demote, suspend, or otherwise discipline for just cause;
- (ix) Set procedures and standards to evaluate each employee's job performance;
- (x) Rehire employees;
- (xi) Determine whether and to what extent the work required in its operation will be performed by or assigned to employees covered by this agreement;
- (xii) Determine, fairly and equitably manner, all training parameters for all positions, including persons to be trained, the scope and nature of the training, and the extent and frequency of training;
- (xiii) Formulate, amend, revise, and implement policy, work rules, regulations, policy, and procedures and require employees to observe and obey the Employer's policies, procedures, work rules, and regulations;
- (xiv) Merge, consolidate, expand, divide, curtail, transfer, or discontinue operations or workgroups, temporarily or permanently, in whole or part, whenever in the sole discretion of the Employer's sound business judgment makes such actions advisable;
- (xv) Determine the number, location, and operation of all departments and divisions thereof;
- (xvi) Use managerial, supervisory, or other non-unit employees to perform work performed by employees represented by the Union to provide coverage if no Union employee is available to fill the work or to provide training opportunities for non-unit employees who might become employees in the future; xvii. Control the use of the Employer's equipment and property;
- (xvii) Control the use of the Employer's equipment and property;

- (xviii) If the Employer fails to exercise any of the above functions from time to time, this will not be deemed a waiver of the Employer's right to exercise any or all of such functions. This agreement will be so construed that there will be no interference with the Employer's rights, responsibilities, and prerogatives except as expressly provided in this agreement.
- (d) Notwithstanding this clause, the Employer agrees to give the Union at least 30 days' notice before adopting or changing any rule, policy, or practice that significantly impacts the bargaining unit.

Article IV. General Provisions

Section 4.1 Duration of Agreement

- (a) This agreement shall become effective upon ratification by the Union and approval by the City of South Fulton City Council. It shall remain in full force for one (1) year, unless terminated by City Council or extended by the parties.
- (b) Extensions
 - (i) It is the intent of the parties and consistent with Official Code of Georgia Annotated § 25-5-6 that this agreement shall be for one (1) year with automatic successive 1-year periods subject to ratification and/or approval by City Council and the Union and funding, unless either party shall give the 60 day prior written notice before the Agreement expires September 30, 2024 of its desire to terminate, modify, amend, or change the agreement for the subsequent year. Beginning October 1, 2023.
 - (ii) The modification notice shall specify the Articles subject to negotiation.
 - (iii) If Local 3920 serves upon the City of South Fulton Government, a timely notice to modify the provisions of this agreement and the parties have not negotiated a successor contract as of the agreement's expiration date. In that case, it is hereby agreed that all of the provisions of this agreement shall remain in full force and effect until a successor agreement is achieved through collective bargaining.

Section 4.2 Labor/Management Committee

- (a) There shall be a Labor-Management Committee consisting of at most three (3) and no less than two (2) representatives of the Union and no more than three (3) and no less than two (2) representatives of the Employer.
- (b) The purpose of the Committee is to facilitate improved Labor-Management relationships by providing a forum for the free discussion of mutual concerns and problems, which will

include discussion of the implementation of new department programs or modifications of existing department programs that will have a significant impact on work schedules or duties.

- (c) The Committee shall meet monthly on the first Wednesday of each month at mutually scheduled times and locations. If the first Wednesday of the month falls on a holiday, the Committee will meet on the Wednesday following the holiday. If there will be an inadequate number of representatives present for a Labor-Management meeting from either or both parties, then the Committee chair shall be notified no later than five days before the meeting, and the meeting will be postponed no later than the first Wednesday of the following month.
- (d) The Committee chair shall be rotated among the members annually.
- (e) The members shall provide the Meeting's Chair with proposed agenda items at least one week before a meeting, and the Chair shall provide the members with the meeting agenda in advance of the meeting.
- (f) The Committee shall meet at least twice annually with the City Manager to discuss the status of the labor-management relationship.
- (g) If it deems proper, the Committee may suggest recommendations to the Fire Chief and the City Manager for their consideration and determination.
- (h) The Committee may discuss any matter referred to in this Article at the request of any member of the Committee.
- (i) The parties understand that the benefits granted by this Article shall not be interpreted or applied as requiring the Employer to count as time worked any hours or fractions of hours spent outside the bargaining unit member's work shift in pursuit of benefits provided by this Section.

Section 4.3 Resolution of Conflict

- (a) The overarching goal of this agreement and the labor-management process is to resolve conflict, should it arise at the lowest possible level of the organization.
- (b) Resolution may occur with or without supervisory personnel's intervention based on the parties' mutual agreement.
- (c) Where mutual resolution is not possible, the first level of supervision that becomes aware of the conflict and is not a party in the conflict shall take action to resolve the conflict.

- (d) If there is no mutual resolution of the conflict between both parties after 30 days of a written notice to the Committee Chair of said conflict, then both parties MUST abide by the resolution process outlined in Article IV Section 4.3 I of this agreement.
- (e) Resolution Process
 - (i) The President of the Union and the City Manager shall be notified in writing of the unresolved conflict after 30 days of previous written notice to the Committee Chair.
 - (ii) The President of the Union and the City Manager shall attend the next Labor-Management meeting to review the C.B.A. and any evidence provided by both parties.
 - (iii) Both parties agree to adhere to the C.B.A.'s plain language. If there is any ambiguity or discrepancy in the interpretation of the C.B.A., both parties shall select a third-party arbitrator before the second following Labor Management meeting.
 - (iv) The parties agree to follow and use the conflict resolution process (i.e., binding Arbitration and/or Mediation) established by the Georgia Municipal Association to resolve any conflicts between the parties.
 - (v) Any dispute, claim, or grievance arising from or relating to the interpretation or application of this agreement shall be submitted to arbitration administered by the Georgia Municipal Association ("GMA") under the established rules and procedures of the GMA.
 - (vi) Each respective party shall split the conflict resolution fees. Both parties agree to abide by the findings of the arbitrator or mediator.

Section 4.4 Limited Emergency

- (a) In the event of the official declaration of an emergency by any local, state, or federal authority authorized to declare emergencies within the jurisdictional boundaries of the Employer, operational needs may affect some employees differently from others.
- (b) All bargaining unit members are essential employees.
- (c) Essential employees are those who are required to assist in emergencies as determined by the Employer. Employees designated as "essential" will be required to work during the emergency. An Employee's designation as "essential" or "non-essential" may change due to the nature of the emergency. Essential employees who fail to meet their responsibilities under this provision may be subject to discipline.
- (d) Where possible, in situations with advance notice of an impending emergency, the Employer may authorize "essential" employees to take reasonable time, as determined by

the Employer, to return home to secure their homes and property and arrange for the safety of their families. Essential employees will not be charged leave for such authorized preparation time taken. Following such preparation time, “essential” employees must report to work during an emergency.

- (e) Employees on previously approved leave, scheduled holiday, authorized leave without pay, or who called in to request and are approved leave during the emergency will be charged for the leave.
- (f) During a declaration of emergency or when an emergency may reasonably be imminent, provisions of this agreement addressing notification, scheduling, and shift assignment requirements may be suspended during the declared emergency, provided that wage rates and monetary fringe benefits will not be suspended.

Article V. Safety

Section 5.1 Responsibility

- (a) The Employer shall provide a reasonably safe and healthy working environment by applicable nationally recognized standards, State and Federal laws, and regulations.
- (b) The Union agrees that where safety policies are established, devices or protective equipment is required or furnished, compliance with policies and use of equipment shall be mandatory.
- (c) Health and safety concerns may be addressed in Labor/Management Committee described in Section 4.2.

Section 5.2 Safety Management System

- (a) Consistent with nationally recognized standards, employers shall establish a written safety management system to assess and mitigate workplace biological, chemical, ergonomic, physical, psychosocial, and safety hazards.

Section 5.3 Safety Concerns/Complaints

- (a) Safety issues that employees wish to submit to the Committee must be submitted in writing, via a committee member, on a form provided by the Committee and will be reviewed during the Labor Management meetings.
- (b) The employee shall immediately indicate the nature of the problem and notify the Employer within forty-eight (48) hours of any known safety standards applicable and a proposed solution to the problem.

Section 5.4 Employee Assistance Program

- (a) The Employee Assistance Program benefits currently provided to employees as described in the City of South Fulton Human Resources Policy and Procedures Manual shall remain in effect for the term of this agreement.

Section 5.5 Union Facility Inspections

- (a) Where there is cause to believe that safety concern is not being addressed expeditiously, the Union may initiate the process of conducting or commissioning an inspection by a qualified expert jointly selected by the Union and the Employer to make recommendations to the Fire Department for resolution.

Section 5.6 Communicable Disease

- (a) The Employer shall provide a one-time immunization during the life of this agreement for all employees who want to be immunized, as follows:
 - (i) Tetanus
 - (ii) Hepatitis (Type A & B)
 - (iii) Rubella (for females of childbearing age)
 - (iv) Any vaccine mandated or recommended by federal, state, or local statutes for employers
- (b) Employees who refuse to be immunized and later contract the disease shall not be presumed to have contracted the disease while on duty.
- (c) T.B. Screening - The Employer shall provide a tuberculosis screening annually for all employees.

Section 5.7 P.P.E. Assignment and Maintenance

- (a) The Employer shall provide all required protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, which shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary because of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.
- (b) All required P.P.E. shall be provided at no cost to the employee.

Section 5.8 Job Hazard Analysis

- (a) For each program to which the Employer assigns department members, the Employer shall conduct a written assessment of the program to determine if hazards are present or are likely to be present, which necessitate personal protective equipment (P.P.E.).
- (b) If such hazards are present or likely to be present, the Employer shall:
 - (i) Select and have each affected employee use the types of P.P.E. that will protect the affected employee from the hazards identified in the hazard assessment;
 - (ii) Communicate selection decisions to each affected employee;
 - (iii) Select P.P.E. that properly fits each affected employee; and
 - (iv) The Employer shall verify that the required workplace hazard assessment has been performed through a written certification that identifies the workplace evaluated; the person is certifying that the evaluation has been performed; the date(s) of the hazard assessment, and which identifies the document as a certification of the hazard assessment.

Section 5.9 Training for P.P.E. shall include:

- (a) When P.P.E. is necessary;
- (b) What P.P.E. is necessary;
- (c) How to properly don, doff, adjust, and wear P.P.E.;
- (d) The limitations of the P.P.E.;
- (e) The proper care, maintenance, useful life, and disposal of the P.P.E.

Section 5.10 Facility Cleaning

- (a) Daily routine cleaning and maintenance of Fire Department facilities (other than administrative offices or locations where employees do not work 24-hour shifts) shall be the responsibility of bargaining unit members.
- (b) The Employer shall verify that the required workplace hazard assessment has been performed through a written certification that identifies the workplace evaluated; the person is certifying that the evaluation has been performed; the date(s) of the hazard assessment, and which identifies the document as a certification of hazard assessment.

Article VI. Article VI. Hours of Work

Section 6.1 Schedules

- (a) Work schedule- The current schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be continued for the Fire suppression and E.M.S. Operations employees covered by this agreement.
- (b) Work Cycle – 24/48.
 - (i) Twenty-four (24) hour shifts for Fire Suppression and E.M.S. Operations employees shall begin at 0700 and end at 0700 the following morning, broken into (2)- twelve (12) hour sub shifts at 0700 to 1900 (Day Shift) and 1900 to 0700 (Night shift) for timekeeping purposes.
 - (ii) Workdays throughout a seven (7) day work period are divided into A, B, and C Fire shifts, with Fire and E.M.S. Operations employees assigned to one (1) of those respective shifts.
 - (iii) Other shift positions with different starting and ending times may work a different schedule.
- (c) Work Cycle - 40 Hours.
 - (i) The work cycle and schedule for sworn employees of the bargaining unit assigned to the 40-hour workweek shall be defined as 40 hours of work in a one-week work cycle.
 - (ii) The department may approve requests of employees on the forty-hour workweek to specify their schedule in the form of four ten-hour days, five eight-hour days, or other acceptable combinations.
- (d) Work periods
 - (i) The work period for fire protection employees of the Fire Department who are eligible under the Fair Labor Standards Act (29 U.S.C. § 207(k) exemption) to accrue compensatory time shall be 106-hour, 14-day work periods (106 hours bi-weekly).
 - (ii) The 14-day work period begins at 7:00 p.m. Sunday and ends at 07:00 p.m. the second Sunday after that.
 - (iii) Eligible sworn fire rescue department employees who work more than the hours scheduled in their work period (106 hours biweekly) may earn overtime and accrued compensatory time as outlined in this agreement's Overtime Section and Compensatory Time Section.

Section 6.2 Fair Labor

- (a) At the end of every 3rd pay period where Fire and E.M.S. Operations employees have the potential to accrue one hundred and twenty (120) work hours, management must allow that twelve (12) Fair Labor hours be scheduled off by the employee (selected at the end of the pay period prior) or pay the employee overtime (one and one half the employees' hourly salary) if minimum staffing for the selected day's shift does not allow for such time off.
- (b) Management must notify employees at least forty-eight (48) hours before the beginning of their assigned shift if the twelve (12) Fair Labor hours selected off by the employee cannot be granted for staffing purposes; however, the twelve (12) Fair Labor hours worked by the employee must be paid overtime at (one and one half the employees' hourly wage) regardless of any scheduled time off during the pay period, to include (Holiday, Vacation, and Compensatory Time), except Sick time.

Section 6.3 Rank for Rank

- (a) Rank for rank overtime clause ensures that all overtime will be filled by an employee in the classification that regularly performs the work for which overtime is required.
- (b) All overtime shall be filled by an employee holding an equal rank as the work assignment which has been vacated due to an absence whenever possible, i.e., Captain for Captain, Lieutenant for Lieutenant, Sergeant for Sergeant, Firefighter for Firefighter.
 - (i) If there is a vacant Captain's position, then every reasonable attempt to fill the vacancy with another Captain shall be made.
 - (ii) If there are no available Captains to fill the vacancy, Lieutenants should be contacted.
 - (iii) If no Lieutenants are available, then Sergeants should be contacted, and so on.
- (c) The Battalion Chief may consider the employees' qualifications to fill the position on said overtime list if the staffing in all battalions allows for an on-duty fill-in.
 - (i) If the vacancy must be filled via hired extra and will result in overtime, that position shall be filled rank for rank, i.e.
 - (ii) If there is a Sergeant's vacancy and there are no qualified sergeants or firefighters on duty to fill the vacancy, the Battalion Chief must hire extra; however, the Battalion Chief shall attempt to hire a Sergeant first and then a qualified firefighter.

Section 6.4 Shift Exchange

- (a) Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department.

- (b) Shift exchanges may be voluntarily undertaken between two (2) employees upon approval of the employees' immediate supervisors and Battalion Chief before such an exchange.
- (c) Responsibility for the arrangement to repay such time rests with the employees involved.
- (d) Employees must be of the same rank or one rank above/below for approval, however an Assistant Chief may approve shift exchanges between employees more than one rank above/below on a case-by-case basis.

Section 6.5 Sick Leave and Shift Exchanges

- (a) When an employee who has requested a shift exchange and the shift exchange has been approved elects to utilize sick leave for the shift that was initially a part of the shift exchange, the shift exchange is voided; the employee requesting the shift exchange will be charged their Sick Leave benefit.
- (b) Notwithstanding any other provision of this agreement, the parties will continue their current practice related to shift exchange and sick leave for the term of the agreement.
- (c) No obligation shall be placed upon the Employer to repay time voluntarily exchanged or repaid between employees.

Section 6.6 Overtime

- (a) Overtime currently provided to employees as described in the City of South Fulton Human Resources Policy and Procedures Manual shall remain in effect for the term of this agreement.
- (b) Call Back Pay
 - (i) Except in the case of a Limited Emergency under Section 4.4, when an employee is called for duty at a time that they are off shift, the member shall be paid for such service at one and one-half (1 ½) times their basic hourly rate for all hours worked. The time such a member is to be paid will be calculated from when the employee reports working, and such time will end when the employee finishes the work the employee was called back to perform.
 - (ii) If a chief officer considers it necessary for the person called back to clean up and decontaminate before being relieved of duty, 60 minutes will be added to their time for such purposes.
 - (iii) It is understood that any member called while off shift but only used for standby duty will not be allowed paid time for cleanup. Minimum pay for one (1) call-out shift shall be three (3) hours at one and a half times (1.5x) their base hourly rate.

- (iv) Paid Leave as Hours Worked - Overtime is defined as all hours worked more than the regularly scheduled workweek.

(c) Compensatory Time

- (i) The employee may, instead of cash payments for all actual hours worked more than 106 hours in 14 days for employees assigned to the Fire and E.M.S. Operations Section and hours worked more than 80 hours per bi-weekly pay period for employees assigned to a 40-hour workweek utilize compensatory time calculated at one-half (1.5) times the excess hours worked. After that, the employee may take off accumulated compensatory time with the approval of the Battalion Chief or Division Chief.
- (ii) Accumulated compensatory time off shall be taken off within a reasonable period after it is earned. It shall not necessitate overtime or create undue hardship in scheduling or maintaining operations. Suppose compensatory time cannot be taken off within a reasonable period. The employee may elect to be paid the overtime compensation or carry over to stay within the FLSA maximum of 480 hours of accumulated compensatory time.
- (iii) Employees may request conversion of banked compensatory time to cash during the year after an employee has reached 120 hours. Such conversion shall be granted subject to the availability of budgeted funds.
- (iv) Employees can either request a cash option or utilize compensatory time for leave for all hours worked more than the regular schedule during the work period. Hours worked more than the regular schedule shall be calculated at one-half hours (1.5) for each hour worked; however, if the employee chooses the cash option, the employee will be paid out straight time at their regular pay rate, one hour for each hour accrued.
- (v) This provision shall not preclude the City from converting banked time to cash. No employee shall lose banked compensatory time under any circumstances.

(d) Hold Over

- (i) A "Hold Over" is when a Bargaining Unit member is asked to work after the end of their scheduled shift due to inadequate staffing levels. Bargaining unit members shall receive compensation for the time held over until appropriate relief staffing may be made not to exceed four (4) hours or the determination for reduced level of service is substantiated.

Section 6.7 Holidays

- (a) Holidays currently provided to employees as described in the City of South Fulton Human Resources Policy and Procedures Manual shall remain in effect for the term of this agreement.
- (b) If any new holiday not presently granted to other City employees, either continually or for a special event, is granted to all other city employees, it shall be deemed a holiday under this agreement.
- (c) The fifteen (15) days during the fiscal year specified by the City to be official holidays shall be observed. All holiday time earned will automatically be added to the employee's Holiday Leave balance.
- (d) Upon the death of an employee, the City shall make a lump sum payment of accrued holiday leave to the employee's most recently designated beneficiary on file or, if no designated beneficiary, to the employee's estate.

Section 6.8 Vacation

- (a) Vacation currently provided to employees as described in the City of South Fulton Human Resources Policy and Procedures Manual shall remain in effect for the term of this agreement.
- (b) Vacations will be scheduled first by seniority in rank.

Article VII. Working Conditions

Section 7.1 Bulletin Board Space

- (a) The Union shall be permitted to maintain, at each station house, one bulletin board to be used exclusively for union business.
- (b) The Employer will give one to the Union in stations with two bulletin boards. Where feasible, the City will permit the Union to utilize an area of an existing bulletin board for union business.
- (c) The bargaining unit shall purchase additional bulletin boards at its expense which it deems necessary.

Section 7.2 Station Maintenance

- (a) The Employer agrees to supply and make all materials required for day-to-day maintenance and upkeep readily available in all firehouses. Furthermore, the Employer agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all firehouses.

- (b) Member safety and preparedness are the bargaining unit's top priority in the City of South Fulton. This provision does not apply to cleaning Fire Stations/Response vehicles, training, or related physical fitness activities.
- (c) No bargaining unit member shall be required to perform any duties other than those related to firefighting, fire prevention (including inspections), Emergency Medical Services, medical care procedures, rescue work, and the care and maintenance of firefighting equipment and apparatus for which they are trained. This is not interpreted that a bargaining unit member may neglect routine housekeeping tasks for a clean, sanitary, and safe workplace.
- (d) Ambulances, fire apparatus, and other firefighting equipment shall be washed only once daily in the morning if the officer deems it necessary to maintain the Firefighters' safety and the department's professional image.

Section 7.3 Station Furnishings

- (a) The Employer shall furnish each Station with equipment essential to good working and living conditions, which may include the following:
 - (i) All cooking and eating utensils to supply a crew of (4).
 - (ii) Bedding (including mattress and bed frame of at least twin size) for each employee during station operations.
 - (iii) Kitchen table that seats at least (4) employees or more, at least (4) office chairs, at least (4) nightstands, office file cabinets, sofas, and/or reclining chairs in good condition and suitable to seat each employee during work hours. Each Station currently has two (2) or three (3) computers.
 - (iv) Station cleaning & disinfectant supplies, including dish soap for any furnishings in the Station.
 - (v) Equipment for routine Station Maintenance
 - (vi) Storage equipment for Vehicle and Station Maintenance materials.
 - (vii) Privacy Screens (shower curtains/hardware, bathroom stall doors/hardware, privacy curtains/hardware for rooms) in good functioning condition.
 - (viii) An adequate number of Boot Lockers and Personal lockers are provided to all personnel assigned to the Station.
 - (ix) Any other items mutually agreed upon by the Fire Chief, members of the Union, and the City.

Section 7.4 Transfers

- (a) Transfers will be allowed based on: the needs of the department, the employee's knowledge, skills, and ability, the employee's last performance evaluation, any discipline within the last ninety (90) days, and the employee's seniority. An employee on probation or under a performance improvement plan is ineligible to transfer. In the event of a job opening due to the promotion, transfer, demotion, retirement, or demise of an employee, which a lateral transfer should fill, such transfer shall be made by the following provisions:
- (b) Involuntary Transfers
 - (i) If a Chief Officer believes it would be in the department's best interest, a recommendation can be made to the Deputy Chief to involuntarily transfer a bargaining unit member.
 - (ii) The Chief Officer initiating the request will generate a memorandum to the Deputy Chief. The memorandum and reason for the involuntary transfer shall be shared with the bargaining unit member before such transfer's effective date.
- (c) Voluntary Transfers
 - (i) The Employer shall compile a list of permanent vacancies on the first of every month and shall post such a list in a departmentwide memorandum (email or paper).
 - (ii) Each employee will have seven (7) days from the day of posting to submit a request to transfer form on posted vacancies of rank equal to their own to their immediate supervisor. The request shall be forwarded through the chain of command to the Fire Chief with each "recommend/not recommend" within seven (7) days with justification about the decision to recommend or not recommend. The Fire Chief will notify the employee of their transfer decision within seven (7) days.
 - (iii) Transfer requests will remain active until the vacancies are filled, and the employee can withdraw requests at any time.
 - (iv) Each employee may submit up to two (2) requests in priority order on the same form according to their preference. If an employee is selected on any of the requests submitted, said employee must accept the requested position and remain for one (1) year.
 - (v) The employee requesting a transfer to a vacancy as determined below shall be transferred to such vacancy at the start of the next pay period.

- (vi) If seniority in rank is equal amongst multiple employees requesting a transfer for one vacancy posted, then the employees' departmental seniority (continuous service) will be utilized; the senior eligible employee will be assigned the requested position.
- (vii) If seniority in rank and seniority (continuous service) is equal amongst multiple employees requesting a transfer for one vacancy posted, employees will be prioritized by a roll of the dice
- (viii) If all positions of equal rank are filled, an employee, with the permission of the Battalion Chief, may submit their position for availability. The employee submitting their position shall be transferred to the vacancy created by the employee whose request was successfully granted.

(d) Seniority

- i. Continuous service in the City of South Fulton Fire Department shall determine the seniority to request transfers.
- ii. Continuous service shall be calculated from the date an employee was sworn into the City of South Fulton Fire Rescue Department.
- iii. Employees sworn in at the same time shall be assigned in the order that their names appear on the eligibility list at the end of their probationary period.
- iv. Continuous service shall be broken by resignation or discharge.
- v. Seniority in rank to request transfers shall be determined by the sworn date of the assigned employee rank.

- (e) In the event no request for transfer is received for a posted vacancy, the Employer has the right to assign the position to any employee of rank or one rank below what is required to temporarily fill the position until either a qualifying request is submitted or an employee with equal rank required for the vacancy is appointed by promotion or demotion. The employee will be compensated for the time served in the higher position under H.R. Policies and Procedures ((rv01-2021) Updated 11-2020) 320-18 VIII. Other Assignments A. Temporary Pending Recruitment (T.P.R.).

Section 7.5 Light Duty Assignment

- (a) Light duty as currently provided to employees as described in the City of South Fulton Human Resources Policy and Procedures Manual shall remain in effect for the term of this agreement.

Section 7.6 Working Out-Of-Classification

- (a) Battalion Chiefs are to notify the Assistant Chief immediately and track all dates with the assignments a bargaining unit member works out of class. The Employer shall strive to ensure that employees are assigned work commensurate with their titles. Any bargaining unit member working in a position outside of their title will be compensated at the first step of the position of which they are filling, above what they are currently paid.
- (b) A list of employees, along with their dates and working out of class assignments, shall be sent up the chain of command for compensation before the end of each pay period.

Section 7.7 Staffing

- (a) The minimum staffing level in the response units in Fire and E.M.S. section shall be three (3) personnel on each engine, three (3) personnel on each truck, and one (1) personnel on a Battalion vehicle. However, the Battalion Chief has the authority to increase staffing based on the needs of the City.

Section 7.8 Uniforms

- (a) The Employer shall provide, at no cost to the employee, the first original, complete set of Class B, C & D uniforms for those members of the Fire Department required to wear a uniform, which shall remain the Employer's property.
- (b) After that, the Employer shall contribute 100% of the uniform annual expense of any member required to wear a uniform, but not to exceed \$600.00 per year.
- (c) The Employer shall replace uniform articles damaged in performing member duties.
- (d) Except in cases of gross negligence or improper use and care on the part of the employee, the Employer shall replace personal clothing or prescription eyeglasses that are lost or damaged in the performance of the employee's duties.

Article VIII. General Employment Practices

Section 8.1 Human Resources Policy Manual

- (a) Except as expressly provided in this agreement, the Union has agreed to adopt the terms and conditions of employment delineated in the City of South Fulton Human Resources Policy and Procedures Manual, which shall remain in effect for the term of this agreement.

Section 8.2 Seniority

- (a) Seniority for the employees covered under this collective bargaining agreement shall be determined first by rank, then by department.

Section 8.3 Substance and Alcohol Testing

- (a) Substance Abuse and Alcohol Testing as currently provided to employees as described in the City of South Fulton Human Resources Policy and Procedures Manual shall remain in effect for the term of this agreement. For purposes of this clause, all supervisors and persons determining the employment of bargaining unit members must have participated in reasonable suspicion training.

Article IX. Corrective and Disciplinary Action

Section 9.1 Progressive Discipline

- (a) The proceedings for written reprimands, suspensions, demotions, and involuntary terminations of this Article shall consider the incident and the discipline in terms of the severity, evidence of progressive discipline, and appropriateness of the disciplinary action.
- (b) Progressive discipline is defined to include an employee's oral reprimand, written reprimand, and after that, more severe disciplinary action. Under Article 9.3 Offenses and Consequences, an Oral reprimand may be given before any offense is recognized for any situation under a (Minor) Type I Offense and any Type II or Type III Offense.
- (c) The Union recognizes the need for more severe initial disciplinary action in the event of a significant violation of established rules, regulations, or policies of the Employer.
- (d) The decision to uphold the disciplinary action shall be based on the reasonableness of the discipline imposed by the supervisor in response to the actions taken or not taken by the employee.
- (e) All written reprimands, suspensions, demotions, and involuntary termination appeals of employees covered by this agreement shall be handled solely by the procedure outlined in this Article and the City of South Fulton Human Resources Policy and Procedures Manual.
- (f) Just Cause
 - (i) No employee who has satisfactorily completed probation may be given an oral reprimand, written reprimand, suspended, demoted, or terminated without cause.
 - (ii) Just cause may include, but not be limited to, inefficiency, incompetence, insubordination, chronic or excessive tardiness or absenteeism, abuse of sick leave or authorized leaves, and violation of established departmental work rules or procedures.
- (g) Weingarten Rights

- (i) Consistent with the rights established by the U. S. Supreme Court in 1975, the Union asserts that all bargaining unit members are entitled to Weingarten rights.
 - (ii) The Union will provide training to bargaining unit members about their Weingarten rights as a part of their orientation as members of the Union.
 - (iii) Supervisors of those covered by this agreement must notify employees of these rights before formalizing corrective action resulting in loss of pay, benefits, or status.
 - (iv) Notification is not mandatory for corrective action that will not result in loss of pay; however, an employee may request representation.
 - (v) The meeting shall be postponed for a period not to exceed twenty-four (24) hours until such time a union representative is available unless a longer period is mutually agreed between the parties in writing or unless the meeting is for reasonable suspicion testing for a suspected violation of the Employer's Substance Abuse Policy.
- (h) Union Representative's Rights Under Weingarten
- (i) Be informed by the supervisor of the interview subject matter.
 - (i) Take the employee aside for a private conference before questioning begins.
 - (ii) Speak during the interview.
 - (iii) Request that the supervisor clarify a question so that what is being asked is understood.
 - (iv) Give employees advice on how to answer a question.
 - (v) Provide additional information to the supervisor at the end of the questioning.
 - (j) The Union Representative MAY NOT instruct the bargaining unit member to refrain from answering or giving false answers. A bargaining unit member can be disciplined for refusing to answer questions.
 - (k) The following notice will be posted on all worksites where bargaining unit members are assigned:
 - (i) Discipline imposed for insisting on Weingarten's rights will be overturned.
 - (ii) Discipline will not be overturned if the discipline is for reasons other than insistence on Weingarten's rights. Although information gained by the City from the

bargaining unit member in a meeting during which a breach of Weingarten rights occurred may be excluded from a hearing on the matter.

- (l) An employee has NO right to the presence of a Union representative where:
 - (i) The meeting merely conveys work instructions, training, or communicating needed corrections in the employee's work techniques.
 - (ii) Before the interview, the Employer assured the bargaining unit member that no discipline or employment consequences could result.
 - (iii) Any conversation or discussion about the previously determined discipline initiated by the bargaining unit member without employer encouragement or instigation after the bargaining unit member is informed of the action.
- (m) The bargaining unit member can still ask for representation even in the above circumstances.

Section 9.2 Notice of Corrective Action

- (a) A full-time permanent bargaining unit member who receives an oral reprimand, written reprimand or is recommended for suspension, demotion, or termination from City service shall be given a written statement, documented on an Employee Interview Sheet (E.I.S.), setting forth the charges upon which the proposed oral reprimand, written reprimand, suspension, demotion, or termination is based.
- (b) The statement shall include an identification of the specific charges against the bargaining unit member and an explanation of the evidence to include:
 - (i) The bargaining unit member's specific action or inaction led to the proposed disciplinary action.
 - (ii) Specific citation to the rule, regulation, procedure, or other Departmental or City rule, regulation, or procedure that has been violated.
 - (iii) Previous related disciplinary action that the bargaining unit member has received.
 - (iv) Mandatory corrective measures if applicable. The E.I.S. shall allow bargaining unit members to respond with a written rebuttal to the charges.

Section 9.3 Offenses and Consequences

- (a) Active Period for Discipline will be in accordance with the City of South Fulton Human Resources Policy and Procedures Manual ((rv06-23-2020) Updated 02-22-2022) 201-18 VIII.

Commented [VH1]: What does "Active Period Discipline" mean? Is it defined in our H.R. Manual? Does the roman numeral VIII belong here? You might want to suggest some language, e.g., "Active Period for Discipline will be in accordance with the City of South Fulton Human Resources Policy and Procedures Manual (rv06-23-2020, Updated 02-22-2022, 201-18 VIII or as may be amended and applicable to this section of the agreement."

- (b) The consequences imposed as a result of corrective action on any Bargaining Unit member shall be as follows based on the type of offense:
- (i) TYPE 1 OFFENSES – Offenses that are likely to cause harm to others and will most certainly damage the organization’s reputation and effectiveness.
- 1) Failure to comply with Department safety policies, procedures, or practices.
 - a) Minor; Unintentional violation of safety policies.
 - i) First Offense: Oral reprimand to one-half pay period suspension.
 - ii) Second Offense: Full pay period suspension.
 - iii) Third Offense: Demotion to dismissal.
 - b) Major; Intentional violation of safety policies.
 - i) First Offense: Full pay period suspension to dismissal.
 - ii) Second Offense: Dismissal.
 - 2) Discrimination, harassment, or retaliation against a bargaining unit member based on any legally-recognized basis, including, but not limited to, race, color, religion, sex, pregnancy (including childbirth, lactation, or related medical conditions), sexual orientation, gender identity or expression, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service-member status, or any other consideration protected by Federal, State or local law.
 - a) Minor; Unintentional discrimination or harassment
 - i) First Offense: Oral reprimand to one-half pay period suspension.
 - ii) Second Offense: Full pay period suspension.
 - iii) Third Offense: Demotion to dismissal.
 - b) Major: Intentional discrimination or harassment
 - i) First Offense: Full pay period suspension to dismissal.
 - ii) Second Offense: Dismissal.
 - 3) Insubordination (Emergency Conditions)

- a) Minor: Deliberate delay or failure to carry out assigned work or instructions in a reasonable period.
 - i) First Offense: Oral reprimand to one-half pay period suspension.
 - ii) Second Offense: Full pay period suspension.
 - iii) Third Offense: Demotion to dismissal.
- b) Major: Refusal to obey legitimate orders, disrespect, rudeness, or like behavior.
 - i) First Offense: Full pay period suspension to dismissal.
 - ii) Second Offense: Dismissal.
- 4) Theft: Willful attempt to take public or private property for personal gain.
 - a) First Offense: Full pay period suspension to dismissal.
 - b) Second Offense: Dismissal.
- 5) Indecent or immoral conduct: Upon conviction for conduct judged not within the norm of the community's standards.
 - a) First Offense: Full pay period suspension to dismissal.
 - b) Second Offense: Dismissal.
- 6) Acts or threats of physical violence against other public members.
 - a) First Offense: Full pay period suspension to dismissal.
 - b) Second Offense: Dismissal.
- 7) Conviction of a crime determined to be a felony by state or federal law.
 - a) First Offense: Dismissal.
- 8) False Statements, Misrepresentation, deceit, concealment (Major): Deliberate misrepresentation, fraud, falsification, or concealment, including misuse of sick leave or other benefits.
 - a) First Offense: Full pay period suspension to dismissal.
 - b) Second Offense: Demotion to dismissal.

- (ii) **TYPE 2** OFFENSES – Offenses that have the potential to cause harm to others and are likely to damage the reputation and effectiveness of the organization.
- 1) Negligence in vehicle operation: Causing injury or damage to a vehicle due to negligence.
 - a) First Offense: Oral reprimand.
 - b) Second Offense: Written Reprimand to 48 hours suspension.
 - c) Third Offense: One-half pay period suspension to demotion or dismissal.
 - 2) False Statements, misrepresentation, deceit, concealment (Minor): When there is evidence of misunderstanding, and the member has not attained personal gain, department relations are not adversely affected.
 - a) First Offense: Oral reprimand.
 - b) Second Offense: Written Reprimand to 48 hours suspension.
 - c) Third Offense: One-half pay period suspension to demotion or dismissal.
 - 3) Insubordination (Non-Emergency)
 - a) Minor: Deliberate delay or failure to carry out assigned work or instructions in a reasonable period.
 - i) First Offense: Oral reprimand.
 - ii) Second Offense: Written Reprimand to 48 hours suspension.
 - iii) Third Offense: One-half pay period suspension to demotion or dismissal.
 - b) Major: Refusal to obey legitimate orders with disrespect, rudeness, or like behavior.
 - i) First Offense: Written reprimand to 48 hours suspension.
 - ii) Second Offense: One-half pay period suspension to demotion or dismissal.
 - 4) Loss of, damage to, unauthorized use of, improper maintenance, or destruction of Department property, records, or information.

- a) Minor: When carelessness but no willfulness or intent is involved.
 - i) First Offense: Oral reprimand.
 - ii) Second Offense: Written reprimand to 48 hours suspension.
 - iii) Third Offense: One-half pay period suspension to demotion or dismissal.
- b) Major: When willfulness or intent is involved.
 - i) First Offense: Written reprimand to 48 hours suspension.
 - ii) Second Offense: One-half pay period suspension to Full pay period suspension.
 - iii) Third Offense: Demotion to dismissal.
- 5) Promotion of, or participation in, unlawful gambling while on duty for profit, monetary, or personal gain.
 - a) First Offense: Oral reprimand.
 - b) Second Offense: Written reprimand to 48 hours suspension.
 - c) Third Offense: One-half pay period suspension to demotion or dismissal.
- 6) Failure to follow prescribed radio procedures and practices.
 - a) Minor: Negligence or failure to transmit reports or follow instructions in non-emergency situations where no loss of life or property is involved.
 - i) First Offense: Oral reprimand.
 - ii) Second Offense: Written reprimand to 48 hours suspension.
 - iii) Third Offense: One-half pay period suspension to demotion or dismissal.
 - b) Major: Negligence in/or failure to transmit reports or follow instructions in emergencies where the loss of life or property is acute, and failure did or had the potential to delay or impair operations seriously.
 - i) First Offense: Written reprimand to 48 hours suspension.

- ii) Second Offense: One-half pay period suspension to Full pay period suspension.
 - iii) Third Offense: Demotion to dismissal.
- c) Failure to respond when called off-shift to respond to multiple alarms or another emergency.
 - i) First Offense: Oral reprimand.
 - ii) Second Offense: Written reprimand to 48 hours suspension.
 - iii) Third Offense: One-half pay period suspension to demotion or dismissal.
- d) Failure to report for duty:
 - i) First Offense: Oral reprimand.
 - ii) Second Offense: Written reprimand to 48 hours suspension.
 - iii) Third Offense: One-half pay period suspension to demotion or dismissal.
- e) Misuse of uniform, identification, position, or employment. Unauthorized use for personal gain or gain for another, or influence or to obtain immunity.
 - i) First Offense: Oral reprimand.
 - ii) Second Offense: Written reprimand to 48 hours suspension.
 - iii) Third Offense: One-half pay period suspension to demotion or dismissal.
- f) Accumulation of unrelated offenses: In one year from the last offense.
 - i) First Offense: Oral reprimand.
 - ii) Second Offense: Written reprimand to 48 hours suspension.
 - iii) Third Offense: One-half pay period suspension to demotion or dismissal.
- g) Misconduct: Conspicuous misconduct (on or off duty) adversely affects the member's reputation or reflects unfavorably on the department.

- i) First Offense: Oral reprimand.
 - ii) Second Offense: Written reprimand to 48 hours suspension.
 - iii) Third Offense: One-half pay period suspension to demotion or dismissal.
- (iii) **TYPE 3 OFFENSES** – Offenses that affect the ability of the department to operate consistently with its vision, mission, and values.
 - 1) Tardiness in reporting for work with no notice or prearrangement for coverage.
 - a) First Offense: Oral reprimand.
 - b) Second Offense: Written reprimand to 12 hours pay period suspension.
 - c) Third Offense: 48 hours pay period suspension to demotion.
 - 2) Failure to meet standards in appearance: Personal uncleanness, poor appearance, habitually soiled or poorly maintained clothing, equipment, or facilities.
 - a) First Offense: Oral reprimand.
 - b) Second Offense: Written reprimand to 12 hours pay period suspension.
 - c) Third Offense: 48 hours pay period suspension to demotion.
 - 3) Loafing or unauthorized activity: Idleness, participation in activities while on duty outside regularly assigned or authorized activities.
 - a) First Offense: Oral reprimand.
 - b) Second Offense: Written reprimand to 12 hours pay period suspension.
 - c) Third Offense: 48 hours pay period suspension to demotion.
 - 4) Improper performance of assigned duties: Neglect or failure to perform the position's duties satisfactorily when no potential life or property loss is involved.
 - a) First Offense: Oral reprimand.
 - b) Second Offense: Written reprimand to 12 hours pay period suspension.

- c) Third Offense: 48 hours pay period suspension to demotion.
- 5) Failure to file reports: When reports are required within a time frame.
 - a) First Offense: Oral reprimand.
 - b) Second Offense: Written reprimand to 12 hours pay period suspension.
 - c) Third Offense: 48 hours pay period suspension to demotion.
- 6) Out of uniform: When reporting without a proper uniform or not having a uniform available.
 - a) First Offense: Oral reprimand.
 - b) Second Offense: Written reprimand to 12 hours pay period suspension.
 - c) Third Offense: 48 hours pay period suspension to demotion.

Section 9.4 Loudermill Hearing

- (a) When termination is the recommended consequence, the affected bargaining unit member will be provided with a Loudermill Hearing before the Fire Chief.
- (b) During this hearing, the bargaining unit member can exercise their “right of response” to the recommendation.
- (c) The hearing will include the bargaining unit member, a Union representative, the charging officer, and the Fire Chief.
- (d) The hearing must occur at least three business days before the imposition of the proposed termination date.

Section 9.5 Request for information from the City

- (a) Upon reasonable written request to the Fire Chief, the Employer shall make available to the Union information necessary to assist it in the processing of grievances, administration of the agreement, and the negotiation of successors to this agreement.

Article X. Wages

Section 10.1 Wages

Section 10.1 At the City of South Fulton’s request, the Union and the City of South Fulton agreed to postpone wage increases for bargaining unit members until the beginning of the pay

period immediately following the ratification and approval of this 2023/2024 Collective Bargaining Agreement, as well as the following provisions of this article.

- (i) The agreed upon wage adjustments for the Bargaining Unit members shall be effective immediately following the ratification and approval of this agreement and retroactive to October 1, 2023. The wage adjustments shall be administered utilizing the structure referred to as "Base Wages" (see appendix A) in accordance with this article.
- (ii) The Union shall designate two labor union appointees, as active participants, to sit on the committee for the fire department throughout the duration of any Class and Compensation studies undertaken.
- (iii) The bargaining unit members during the duration of this agreement as set forth in Section 4.1 shall be entitled to any and all additional benefits, up to and including additional Holidays, Cost of Living Adjustments, Incentives, Bonuses, Group Benefits, Programs, etc... that are awarded by the City of South Fulton to its city employees.

Section 10.2 Base Wages

- (a) Wages for all bargaining unit members shall be based on the structure outlined in Appendix (A) of this agreement.

Section 10.3 EMT Basic Certification Requirement

- (a) Bargaining Unit members have until June 1, 2025 to become certified to the level of EMT-Basic. Upon ratification of this agreement, The Employer shall provide a minimum of two fully funded EMT-Basic courses per year that shall satisfy this requirement.

Section 10.4 Incentive Pay

- (a) Bargaining Unit members shall be awarded the following incentives in accordance with the "SFFRD Application for Incentives" outlined in this agreement. (See appendix B).
- (b) Applications for incentives shall be submitted directly to the Office of the Fire Chief. A report of Bargaining Unit members' incentive utilization shall be provided to the secretary of IAFF Local 3920 on a quarterly basis.

Article XI. Retirement

Section 11.1 Georgia State Firefighters' Pension

- (a) Upon the successful completion of the pension application by the respective bargaining unit member, the Employer shall bear the cost of and submit/pay the monthly premium

on behalf of each Bargaining Unit member to the Georgia State Fire Fighters Pension Fund.

- (i) Note: It is the individual responsibility of the Bargaining Unit member to apply to the Georgia State Fire Fighters Pension Fund.

Section 11.2 Benefits

- (a) The bargaining unit members during the duration of this agreement as set forth in Section 4.1 will be entitled to any additional benefits awarded by the City of South Fulton to city employees.

Article XII. Miscellaneous Clauses

Section 12.1 Legal Intent

- (a) It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction over the subject matter of this agreement.
- (b) Should any provision of this agreement be found to be in contravention of any Federal or State law or by a court of competent jurisdiction, such provision shall be null and void. Still, all other provisions of this agreement shall remain in full force and effect until otherwise canceled or amended.
- (c) The agreement is the parties' entire agreement, ending all prior Agreements.

Section 12.2 Human Resources Policy and Procedures

- (a) Where terms of the collective bargaining agreement may conflict with terms of the City of South Fulton Human Resources Policy and Procedures Manual, the parties agree that the terms of the collective bargaining agreement will prevail

Section 12.3 Contract Negotiations

- (a) Should any party fail to give notice to the other party that it desires to commence negotiations about the provision that was held or determined to be illegal or void within 30 days of the said party knowing that a provision was held or determined to be illegal or void, the party shall lose the right to commence negotiations concerning the substance thereof.

Appendix A

HR/FIRE recommendation with Evergreen minimums and a 3% increase per step																	
Range	STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
F2	Recruit	\$52,500.00															
F4	FF	\$58,989.00	\$60,758.67	\$62,581.43	\$64,458.87	\$66,392.64	\$68,384.42	\$70,435.95	\$72,549.03	\$74,725.50	\$76,967.27	\$79,276.28	\$81,654.57	\$84,104.21	\$86,627.34	\$89,226.16	\$91,902.94
F6	SGT	\$66,280.04	\$68,268.44	\$70,316.49	\$72,425.99	\$74,598.77	\$76,836.73	\$79,141.83	\$81,516.09	\$83,961.57	\$86,480.42	\$89,074.83	\$91,747.08	\$94,499.49	\$97,334.47	\$100,254.51	\$103,262.14
F9	LT	\$78,940.59	\$81,308.81	\$83,748.07	\$86,260.51	\$88,848.33	\$91,513.78	\$94,259.19	\$97,086.97	\$99,999.58	\$102,999.56	\$106,089.55	\$109,272.24	\$112,550.41	\$115,926.92	\$119,404.73	\$122,986.87
F12	Capt	\$94,019.50	\$96,840.09	\$99,745.29	\$102,737.65	\$105,819.78	\$108,994.37	\$112,264.20	\$115,632.13	\$119,101.09	\$122,674.12	\$126,354.35	\$130,144.98	\$134,049.33	\$138,070.81	\$142,212.93	\$146,479.32
Bargaining Unit members will receive a step increase every year on Oct 1.																	
Promotions will move to the 1 st step at the new rank, or the step that provides at least a 5% increase.																	

SFFRD PAY INCENTIVE APPLICATION

Demographic Data – Section I		
Last Name	First Name	Rank
Division	GFSTC or O Key # (if applicable)	Phone Number
Education Incentive – Section II		

*Check your highest level of education attainment. Your degree **MUST** be reflected on GFSTC or GA POST and must be from an accredited institution. Other education below (Leadership Track) must have certificates attached. You are eligible for up to **one (1)** education pay incentive.*

☐ Associate's Degree - \$1,000 (FF-Capt.)	GA Designation- \$500 (Only 1)
☐ Bachelor's Degree - \$2,500 (FF-BC)	CPSE Designation- \$1,000 (Only 1)
☐ Master's Degree - \$3,000 (FF-AC)	
☐ Doctoral Degree - \$4,000 (FF-DC)	
☐ South Fulton Leadership Track - \$2,000 a.(EFO, Managing Officer (NFA), or Columbus State PMP)	
Specialized Unit / Training Incentive – Section III	

Please select up to **two (2)** specialized incentives you wish to be considered for with the necessary qualifications met. Supporting documentation must be attached to the application, i.e., transcripts, certificates, etc. **Under the incentive, you must meet and check all of the requirements.**

1. Paramedic - \$7,500 ☐ Successful completion of NREMT Paramedic with up-to-date certification
2. SWAT Medic - \$1,000 not assigned to team / \$2,000 assigned to unit. ☐ Successful completion of SWAT Basic I, EMT-A
3. HazMat Tech - \$1,000 not assigned to unit/ \$1,800 assigned to unit. ☐ Successful completion of HazMat Technician Training
4. Tech Rescue - \$1,000 not assigned to unit/ \$1,800 assigned to unit. ☐ Successful completion of Rope, Collapse, and Trench Rescue Training Courses
5. Professional Compliance - \$1,800 ☐ Must be assigned to the Professional Compliance Division and complete IA training

SFFRD PAY INCENTIVE APPLICATION

6. Dive Team -\$1,500

- ☐ Successful completion of Public Safety Diver Course or other approved training by agency

7. Fire Investigator Pay - \$1000 not assigned to unit/ \$ 1,500 assigned to unit.

- ☐ Successful completion of Arson Investigation One (1) and Two (2)

8. Swiftwater - \$1,200

- ☐ Complete Swiftwater Certification Training and annual swim test with optional
- ☐ NASBLA Boater Safety Certification

9. Emergency Manager Master Pay - \$1,500

- ☐ Successful completion of Master Certification for Emergency Management

10. Drone Unit - \$1,000

- ☐ Successful completion of FAA Part 107 Training and Remote Pilot Certification

11. Honor Guard - \$500

- ☐ Successful completion of Honor Guard Training

12. EMT-A - \$3,000

- ☐ Successful completion of EMT-A certification (available until June 1, 2025)

Foreign Language Incentive – Section IV

1. Any foreign language to include sign language - \$2,000

- ☐ Be required to pass an exam or other method of determining proficiency in any other foreign language as determined by the CoSF Human Resources Department

GA Certificate Incentive Pay – Section V

*Eligible for up to **two (2)** GA P.O.S.T. incentives with the necessary requirements. Certifications **MUST** be reflected under “Certifications” on GPSTC transcript or GA POST. **Under the incentive, you must meet and check all of the requirements.***

1. Field Training Officer (FTO) - \$2,000

- ☐ Successful completion of the FTO certification

2. Crime Scene Technician Certification - \$2,500

SFFRD PAY INCENTIVE APPLICATION

☐ Successful completion of the Crime Scene Tech certification

3. State Life Safety and Public Educator - \$1,500

☐ Must possess State Life Safety and Public Education certification

4. ARFF Certification - \$1,000

☐ Must possess current ARFF Certification

5. Administrator Certification - \$1,000

☐ Must possess Fire Department Administrator Certification, and

☐ Completed new employee probationary period

6. Executive Certification - \$1,000

☐ Must possess Fire Department Executive Certification

7. Management Certification - \$1,000

☐ Must possess Fire Department Management Certification

☐ Possess the rank of Lieutenant or higher

8. Instructor Evaluator Certification- \$1,500

☐ Must possess NFPA 1403, EMS II, Instructor II Certification

☐ Completed Georgia Firefighter Standards and Training Evaluator

Longevity Incentive - Section VI

☐ 5 - 9 years - \$2,000

☐ 15 - 19 years - \$4,000

☐ 10 - 14 years - \$3,000

☐ 20 - 24+ years - \$5,000

I verify that this application is true and correct. Knowingly providing false information may result in disciplinary action, including up to termination. Acceptance of these incentives may increase your taxable income.

Employee signature: _____

Date: _____

SFFRD PAY INCENTIVE APPLICATION

Authorized Use Only (Human Resources Department)	
Requested Pay Incentive Request Verifications	
Education (only 1) ☐ Associate's - \$1,000 ☐ Master's - \$3,000 ☐ Doctoral - \$4,000	☐ Bachelor's - \$2,500 ☐ S. Fulton Leadership Track - \$2,000 ☐ GA. Designation - \$500 ☐ CPSE Designation - \$1,000
Specialized Unit / Training Incentive (up to 2) ☐ Paramedic - \$7,500 ☐ SWAT Medic - \$1,000 or \$2,000 ☐ HazMat Specialist \$1,000 or \$1,800 ☐ Tech Rescue - \$1,000 or \$1,800 ☐ Professional Compliance - \$1,800 ☐ Honor Guard - \$500 ☐ Fire Investigator Pay - \$1000 or \$1,500 ☐ Dive Team - \$1,500 ☐ Swiftwater - \$1,200 ☐ EM Master Certification Pay - \$1,500 ☐ Drone Unit - \$1,000 ☐ EMT-A - \$3,000 (Until June 1, 2025)	
Foreign Language Incentive ☐ Spanish or Sign Language \$2,000	
Certificate Incentive Pay (up to 2) ☐ FTO- \$2,000 ☐ Crime Scene Tech- \$2,500 ☐ ARFF \$1,000 ☐ Life Safety \$1,500 ☐ Administrator - \$1,000 ☐ Executive - \$1,000 ☐ Instructor Evaluator - \$1,500 ☐ ARFF Certification - \$1,000	
Longevity Incentive (up to 1) ☐ 5 - 9 years - \$2,000 ☐ 10 - 14 years - \$3,000 ☐ 15 - 19 years - \$4,000 ☐ 20 - 24+ years - \$5,000	
Grand Total \$ _____ Must equal \$10,000 or less. If the total is greater than \$10,000, it will be capped at \$10K.	

Must attach all certifications.

Employee Signature: _____ Date: _____

Fire Chief Signature: _____ Date: _____

HR Director Signature: _____ Date: _____

SFFRD PAY INCENTIVE APPLICATION

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: First Read: Request Approval of An Ordinance Amending the FY2024 Budget (Amendment #1)

DATE: November 28, 2023

SUBJECT: First Read: Request Approval of An Ordinance Amending the FY2024 Budget (Amendment #1)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Amendment for City Hall and Reserves bmdo 11-21-2371	Cover Memo	11/22/2023
Copy of FY2023 Invoices with Req in FY2024 AN report 11.21.23_	Cover Memo	11/28/2023

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

AN ORDINANCE TO AMEND THE FISCAL YEAR 2024 OPERATING AND CAPITAL BUDGET OF THE CITY OF SOUTH FULTON, GEORGIA BY APPROPRIATING FUNDS FROM BUDGETED USE OF RESERVES FOR THE ACQUISITION OF THE CITY HALL ADMINISTRATION BUILDING, ACQUISITION OF LAND, ESTABLISHING ADEQUATE FUND BALANCES AND RESERVES AS REQUIRED BY CHAPTER 10, SECTION 1 OF THE CITY CODE, PROHIBITING EXPENDITURES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE, AND FOR OTHER LAWFUL PURPOSES

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City, is the Mayor and Council thereof ("City Council");

WHEREAS, sound government operations require a budget in order to plan the financing of services to City residents,

WHEREAS, O.C.G.A 36-81-1 requires a balanced budget for the City's fiscal year which runs from October 1st to September 30th of each year;

WHEREAS, O.C.G.A 36-81-3 authorizes a local government to amend its budget so as to adapt to changing government needs during the budget period;

WHEREAS, Section 6.27 of the City Charter provides that the City Council by majority vote may make changes in the appropriations contained in the current budget at any regular meeting, or special, or emergency meeting called for such purposes.

WHEREAS, the City Council has reviewed the amended budget as presented by the Interim City Manager.

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues and other financial resources for each fund equal the proposed expenditures;

WHEREAS, the City Council wishes by this ordinance to amend the Fiscal Year 2024 annual budget of \$204,023,942, effective from October 1, 2023 to September 30, 2024, by increasing it to \$212,519,919;

WHEREAS, the City Council is future focused on growth, public safety, and improved Service Delivery for the City;

WHEREAS, the City Council wants to purchase property to accommodate its City Hall administrative personnel and expand service delivery;

WHEREAS, the City Council wants to purchase certain property on Estes Road for park land;

WHEREAS, the City Council wants to purchase the Oakey Property;

WHEREAS, the City Council wants to designate Fund Balance Reserves for Encumbrances equal to the total cost of Outstanding Purchase Orders in various Funds as of September 30, 2023;

WHEREAS, in accordance with the City's Municipal Code, City Council wants to designate Unassigned Fund Balance Reserves of 12% of current budgeted General Fund expenses;

WHEREAS, in compliance with financial stability and fiscal sustainability Best Practices prior to Debt Issuance, City Council wants to designate Restricted Fund Balance Reserves for Capital Investments and Assigned Rainy Day Reserves, for the fiscal Year End September 30, 2023.

NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS to modify the 2024 Adopted Budget, and Year End Fund Balance Reserves as follows:

Section 1. The 2024 Adopted Budget is Amended to increase by \$5,644,647 for Property Acquisition as Follows.

Increase 100-1595-54-1300 Capital Outlay Buildings and Building Improvements (for City Hall Admin property acquisition) \$4,800,000

Increase 100-39-9999 Budgeted Use of Reserves (Fund Balance) (for City Hall Admin property acquisition) \$4,800,000

Increase 100-1595-54-1100 Sites (for Property Acquisition Estes Road) \$ 514,647

Increase 100-39-9999 Budgeted Use of Reserves (Fund Balance) \$ 514,647

Increase 100-1595-54-1100 Sites (Oakley Land) \$ 330,000

Increase 100-39-9999 Budgeted Use of Reserves (Fund Balance) \$ 330,000

Section 2. The 2024 Adopted Budget is Amended to increase Appropriations in various Departments, totaling \$2,851,330 for 2023 invoices and 2023 outstanding obligations as Follows.

Increase Appropriations in various Departments for 2023 Invoices and 2023 outstanding obligations (**see attached list**) \$2,851,330

Increase 100-39-9999 Budgeted use of Reserves (Fund Balance) for General Fund \$2,851,330

Section 3.

The City Council establishes adequate Fund Balances and Reserves for the General Fund as required by Chapter 10, Section 1 of the City Code. The unaudited estimated Fund Balance for the General Fund, after allowance for outstanding commitments and encumbrances, is \$81 million; less \$5,644,647 for property acquisition, less \$2,851,330 for 2023 Invoices and outstanding obligations, and less \$23,570,997 approved for Capital and One-Time Expenses in the 2024 Adopted Budget, leaving an unaudited estimated Fund Balance of \$48.9 million, as allocated in subsections a-c below.

(a) Fund Balance - Unassigned (12% of current year, General Fund budgeted expenses estimated at \$158.5 mil) 100-13-5500 \$19,000,000

(b) Fund Balance - Assigned Reserves for Rainy Day [General Fund]
100-13-5400 \$14,900,000

(c) Fund Balance - Restricted Reserves for Capital Investments [General Fund]
100-13-5200 \$15,000,000

Section 4. That the City Council designates Fund Balance Reserves for Encumbrances, for the following funds:

Fund 100	General Fund	100-13-5300	\$4,492,115.56
Fund 206	Blighted Property Abatement Fund	206-13-5300	875.00
Fund 210	Confiscated Assets Fund	210-13-5300	77,143.17
Fund 211	Trayvon Wilkens Memorial Pedestrian Fund	211-13-5300	200,962.00
Fund 230	American Rescue Plan Act (ARPA) Fund	230-13-5300	285,089.22
Fund 335	T-SPLOST Fund	335-13-5300	6,305,034.07
Fund 340	Grants / Capital Projects Fund	340-13-5300	54,275.19
Fund 350	Capital Projects Fund	350-13-5300	7,999,376.45
Fund 351	Urban Redevelopment Agency Bond Projects	351-13-5300	1,283,860.20
Fund 540	Solid Waste Enterprise Utility Fund	540-13-5300	4,779,526.95
Fund 555	Wolf Creek Amphitheatre Enterprise Fund	555-13-5300	755,395.52
Fund 560	Stormwater Enterprise Utility Fund	560-13-5300	112,209.40
	Total		26,345,862.73

Section 5. It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 6. All Ordinance and Resolutions in conflict herewith are hereby expressly repealed.

Section 7. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 8. The effective date of this Ordinance shall be on the date as set forth under Sec. 3.21 of the City Charter unless provided otherwise by applicable local, state and/or federal law.

THIS ORDINANCE adopted this _____ day of _____ 2023.

CITY OF SOUTH FULTON, GEORGIA

Khalid kamau, MAYOR

ATTEST:

Corey Adams, CITY CLERK

APPROVED AS TO FORM:

Vincent Hyman, CITY ATTORNEY

The foregoing **ORDINANCE No. -**_____ was adopted on _____ was moved for approval by Councilmember _____ and seconded by Councilmember _____, and being put to a vote, the result was as follows:

“FIRST READING”

	AYE	NAY
khalid kamau, Mayor	_____	_____
Natasha Williams-Brown, Mayor Pro Tem	_____	_____
Dr. Catherine Foster Rowell	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Jaceey Sebastian	_____	_____
Corey Reeves	_____	_____

Row Labels	Sum of Amount
CDRA	199,101.25
City Clerk	13,850.00
Cultural Affairs	2,007.91
District 1	295.32
District 3	1,061.12
District 4	6,550.00
Eco Development-SF	1,440.00
General Services	412,609.05
Economic Development	385,000.00
Facilities (Public Works)	772,834.00
Fire	4,900.00
General Services (Public Works)	1,568.98
Human Resources	5,251.20
IT	3,504.73
Parks & Recreation	57,904.96
Parks and Receptions	5,824.92
Police	472,103.83
Police	8,773.49
Public Affairs	920.00
Public Works	424,749.79
Solid Waste	17,608.00
Solid Waste	53,471.75
Grand Total	2,851,330.30

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request for Council Approval to enter into an agreement with Ferguson to purchase 4715 Frederick Drive

DATE: November 28, 2023

SUBJECT: Request for Council Approval to enter into an agreement with Ferguson to purchase 4715 Frederick Drive

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Resolution Approving the Acquisition of Real Property with Improvement (4715 Frederick Drive)	Cover Memo	11/22/2023

**A RESOLUTION APPROVING THE ACQUISITION OF REAL PROPERTY WITH
IMPROVEMENTS LOCATED THEREON, AND FOR OTHER PURPOSES**

WHEREAS, the City of South Fulton, Georgia ("City") is a municipal corporation duly organized and existing under its Charter and the laws of the State of Georgia, and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof ("City Council"); and

WHEREAS, the City is authorized to acquire, hold, or lease any real, personal, or mixed property in fee simple or lesser interest (See § 1.12 (b)(21)); and

WHEREAS, the City desires to acquire real property described as all that tract or parcel of land consisting of approximately 6.62-acre parcel of real property and the improvements thereon known as Tax Parcel I.D. # 14F-0056-LL-020-7 and having a mailing address of 4715 Frederick Drive SW, Atlanta, Georgia 30336, and being more particularly described on Exhibit A attached hereto (the "Property").

WHEREAS, this Resolution is in the best interests of the general welfare of the City and its employees and residents.

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES
as follows:

Section 1. Authorization to Closing Counsel. In addition to the authority granted under this Resolution, the City hereby authorizes the Closing Attorney to conduct and/or perform all the necessary tasks and duties to effectuate the closing of the subject Property on behalf of the City that is the purpose of this Resolution.

Section 2. Additional Documents. The City Council authorizes the Mayor, City Manager or City Attorney to execute any documents, which may be necessary to effectuate this Resolution.

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 4. All resolutions, or parts thereof, that conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 5. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

Section 6. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

EXHIBIT A – LEGAL DESCRIPTION

All that tract or parcel or land lying and being In Land Lot 56 of the 14F District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a PK Nail set at the intersection of the northeastern right of way-line of Waterfront Drive and the northwestern right of way line of Frederick Drive; thence run along said northeastern right of way line of Waterfront Drive North 34 degrees 44 minutes 55 seconds West a distance of 776.46 feet to the southeastern right of way line of Norfolk Southern Railway; running thence along said right of way of Norfolk Southern Railway North 57 degrees 34 minutes 12 seconds East a distance of 376.27 feet to a 5/811 rebar found; thence leaving said right of way of Norfolk Southern Railway and running South 34 degrees 44 minutes 55 seconds East a distance of 761.60 feet to a pk nail found on said northwestern right of way line of Frederick Drive; running thence along said right of way of Frederick Drive South 55 degrees 18 minutes 03 seconds West a distance of 374.96 feet to a pk nail set and being the Point of Beginning; being known as 4715 Frederick Drive, Atlanta, Georgia 30336. [Tax Parcel I.D.# 14F-0056-LL-020-7]

Said tract or parcel to contain 6.620 acres

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Approval of An Intergovernmental Agreement For The Provision Of Animal Control Services Between Fulton County And City of South Fulton.

DATE: November 28, 2023

SUBJECT: Request Approval of An Intergovernmental Agreement For The Provision Of Animal Control Services Between Fulton County And City of South Fulton.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton_Animal Services IGA_11.16.23	Cover Memo	11/22/2023

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL
CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY
OF SOUTH FULTON, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered this ___ day of _____, 2023, by and between the City of South Fulton, Georgia (“**City**”), a municipal corporation, and Fulton County, Georgia (“**County**”), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the “**Parties**”.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other’s boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County’s homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens’ requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 (“Original Agreement”) and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1 PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

- 1.1 The County agrees to provide animal control services, as may be requested by the City, through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.
- 1.2 The County agrees to provide a response to requests made by the Police Department of the City for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor. All calls for animal control services within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.
- 1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter, and remove live or dead animals from within the corporate limits of the City upon request made by the Police Department of the City and in accordance with the approved contract with the animal control services vendor. All calls to investigate cruelty complaints and animal bites within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.
- 1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2 TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless

extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3 COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	\$	9,080,000
Annual Maintenance and Operations Cost	\$	1,625,840
Capital Repairs	\$	500,000
Animal Cruelty Investigation and Prosecution Unit	\$	287,000
Vehicle Replacement	\$	270,000
Animal Services Administrator	\$	177,000
Call Taking and Dispatch Services (24/7/365)	\$	164,000
2024 Annual Shared Costs	\$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year

increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4 ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

- 1) Dog bites or animal attacks
- 2) Injured animals
- 3) Public Safety emergency calls
- 4) Quarantine violations
- 5) Cruelty to animals
- 6) Animals in custody
- 7) Loose animals
- 8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5 TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6 LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7 TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default

and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8 AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9 NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Sharon Subadan, City Manager/Administrator
5440 Fulton Industrial Blvd.,
South Fulton, GA 30336
(470) 809-7700

With a copy to:

Vincent Hyman, City Attorney
5440 Fulton Industrial Blvd.,
South Fulton, GA 30336
(470) 338-5095

ARTICLE 10 NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

**ARTICLE 12
GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

**ARTICLE 13
SEVERABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

**ARTICLE 14
BINDING EFFECT**

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 15
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

SOUTH FULTON, GEORGIA

Attest:

Khalid Kamau
or designee
Mayor

Corey Adams, Clerk
City of South Fulton, Georgia
(SEAL)

APPROVED AS TO FORM:

Vincent Hyman, City Attorney

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of
Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency
Management

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Approval of a special event application for “FASTENAL BK5K Annual RUN/WALK” - December 2, 2023

DATE: November 28, 2023

SUBJECT: Request Approval of a special event application for “FASTENAL BK5K Annual RUN/WALK” - December 2, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
FASTENAL BK5K SPECIAL EVENT APPLICATION PACKET 12.2.2023_Redacted	Cover Memo	11/22/2023

City of South Fulton Agenda Item Summary



City Council Meeting Date 11/28/2023		
Requesting Department Community Development and Regulatory Affairs		Council District(s) Affected 2
Requested Action Council to confirm a special event for "FASTENAL BK5K Annual RUN/WALK" - December 2, 2023 - 6 am - 1 pm start located at Wolf Creek Amphitheater - 3025 Merk Rd, South Fulton, GA 30349 ***Event previously approved; however, organizer requested change of event date***		
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 304.01 of the City's Municipal Codes calls for the City Council to approve all indoor and outdoor special events.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Staff has reviewed and determined that this event, as proposed, meets or exceeds the minimum requirements within the City's Municipal Code.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval _____ _____ _____		Finance Director Approval _____
Assistant City Manager Approval _____	City Attorney Approval _____	City Manager Approval _____



City of South Fulton ADMINISTRATIVE PERMIT # _____
Community Development & Regulatory Affairs - Development Services Division
5440 Fulton Industrial Blvd, South Fulton, GA 30336
www.cityofsouthfultonga.gov email: permits@cityofsouthfultonga.gov
470.809.7200

ADMINISTRATIVE PERMIT APPLICATION FORM

FESTIVAL/ EVENT/ PRODUCE/ SEASONAL/ ROADSIDE VENDING ONLY PERMITS: \$65.00

(Note: All Administrative Permit Applications will include a \$50 processing fee, \$50 zoning review/ compliance fee, \$15 per day fee, as applicable)

Site/ Project Information:

Site Address: 3025 Merk Rd SW City: Atlanta Zip Code: 30349

Site Owner Information:

Name: Wolf Creek Ampitheater Email: _____
Address: 3025 Merk Rd SW Telephone #: _____
City: Atlanta State: GA Zip Code: 30349 Fax #: _____

Contractor/ Lessee/ Operator's Information

Business Name: BK5K Run/Walk Business Website: www.bk5k.com
Address: _____ City: Winona Zip Code: 55987
Email: _____ Business Telephone #: _____
Business License #: _____ City/ County of Issuance: _____
Business Owner/ Representative: _____

(Note: For any site/ address having had an Administrative Permit with the last 15 months provide a separate sheet listing the permit number, location, name of owner, and type of business conducted for each.)

Use Type: 5K Run/Walk Date(s): December 2, 2023
October 21, 2023 No of Tent(s) and/or Enclosed Structure(s) > 300 sq ft? 0 N/A 0

APPLICANT'S CERTIFICATION AFFIDAVIT & SIGNATURE

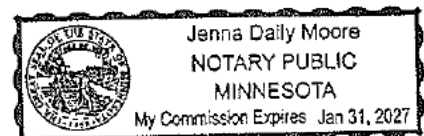
Applicant: Paul Winiewski Address: 2001 Theurer Blvd Winona MN 55987
Name of Business: BK5K Run/Walk
Type/ Name of Use: 5K Run/Walk for Charity

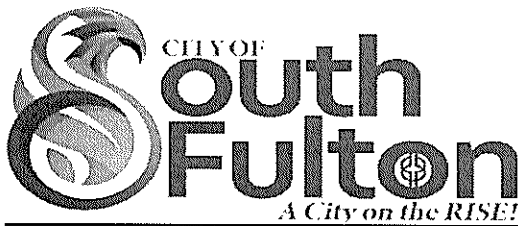
I hereby certify that the site described herein will be constructed/ used in accordance with all applicable zoning ordinances and laws governing the City of South Fulton (including time limitations/ hours of operation/ safety requirements, etc.).

Applicant(s) Signature: _____

Sworn and attested before me this 16 day of Sept 2023.

Notary Public: Jenna Daily Moore
(seal & expiration date)





ADMINISTRATIVE PERMIT # _____
Community Development & Regulatory Affairs - Development Services Division
5440 Fulton Industrial Blvd, South Fulton, GA 30336
www.cityofsouthfultonga.gov email: permits@cityofsouthfultonga.gov
470.809.7200

PROPERTY OWNER'S AUTHORIZATION

(Original signatures required)

The Undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of the property use.

Name of Owner _____

Telephone Number _____

Address of Subject Property _____

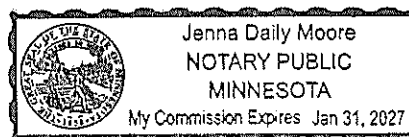
I swear that I am the owner of the property, which is the subject matter of the attached application, as it is shown in the records of Fulton County, Georgia and I provide authorization for the applicant to use my property as mentioned herein. And shall indemnify and hold the City harmless from claims, demand or cause of action which may arise from activities associated with this applicable event/use.

Signature of Owner

Personally appeared before me:

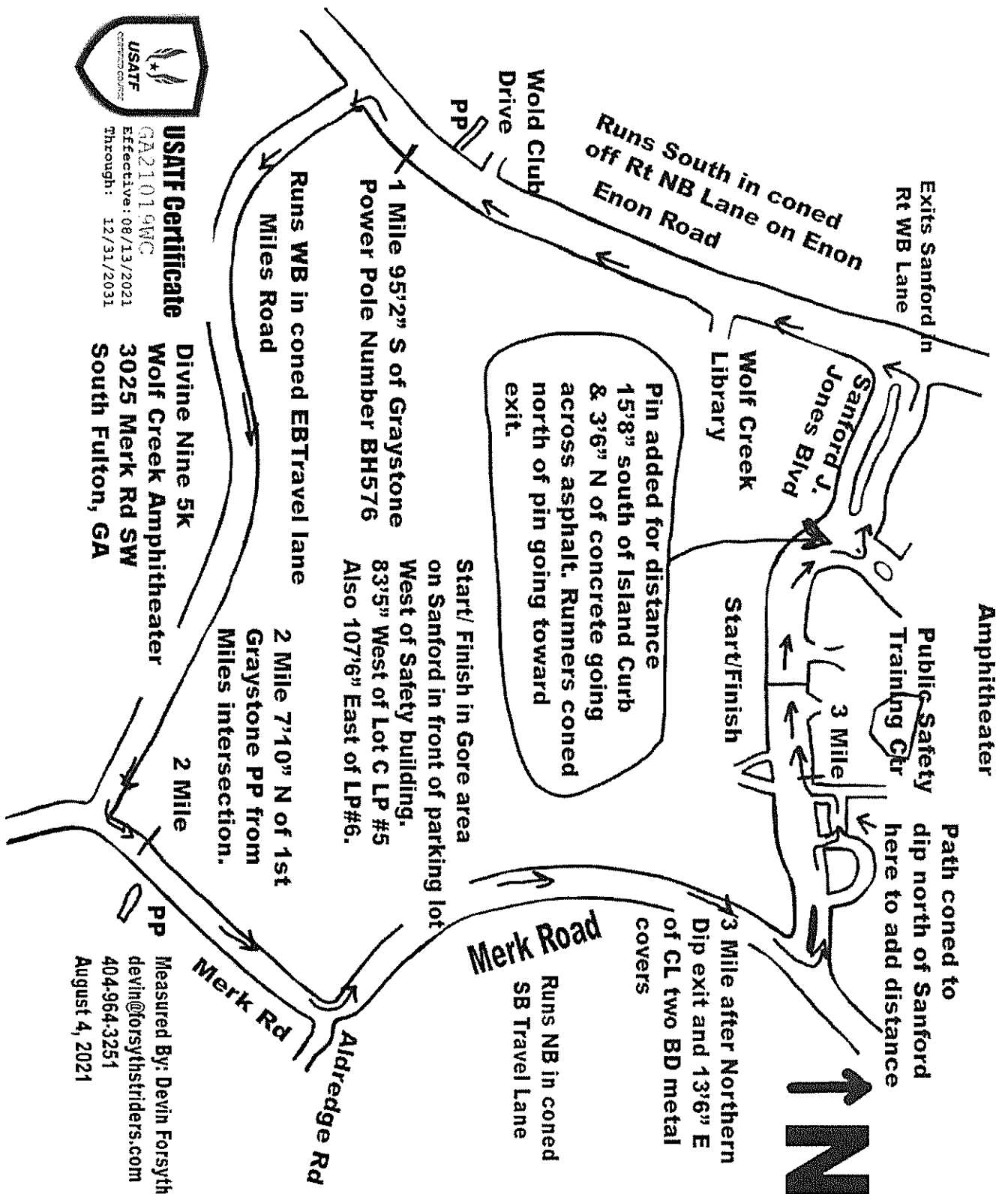
who swears the information contained in
this authorization is true and correct to the
best of his/her knowledge and belief.

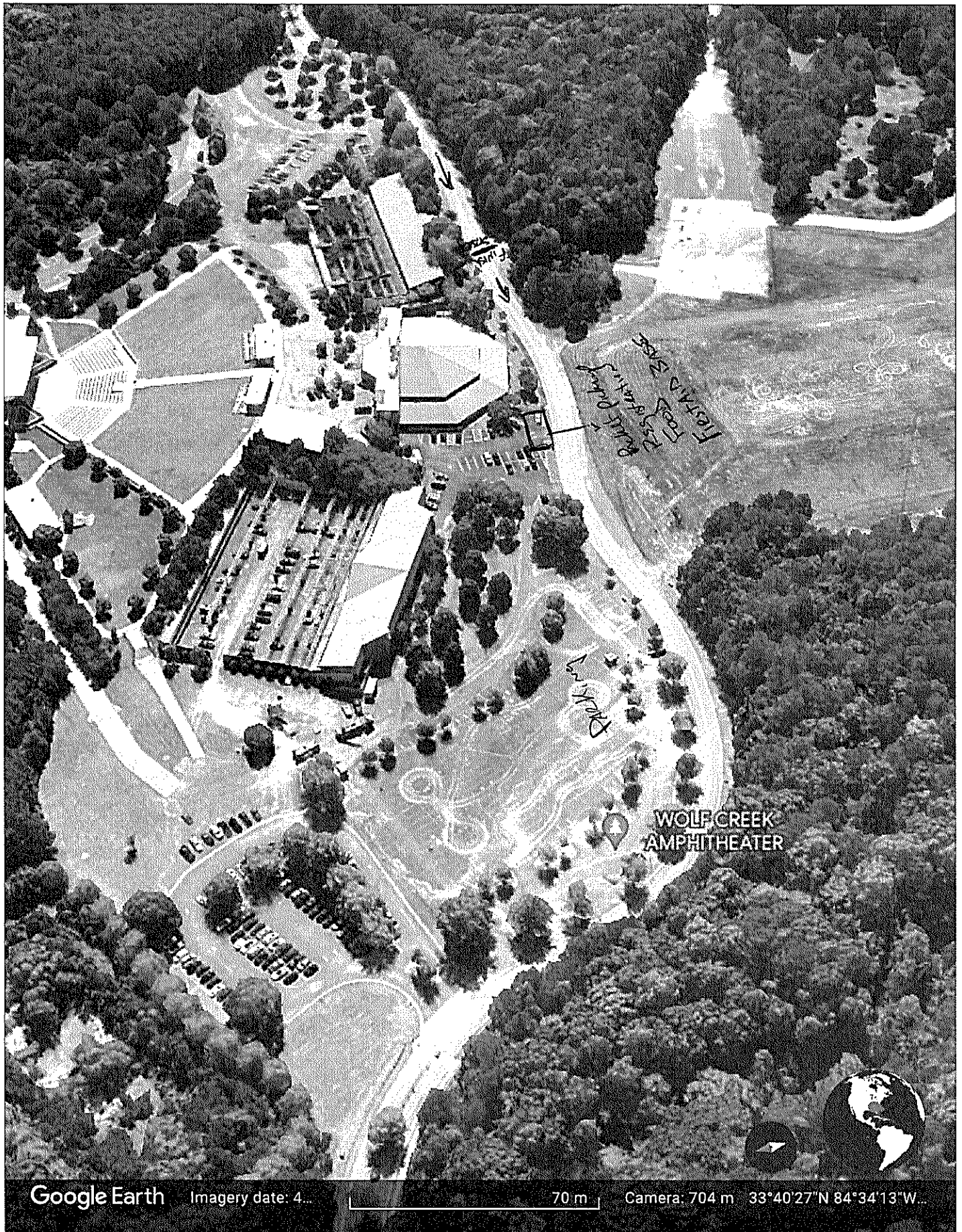
Notary Public



9-6-2023
Date

(Affix Raised Seal Here)





Latrisa Mosley

From: [REDACTED]
Sent: Thursday, November 16, 2023 11:50 AM
To: Latrisa Mosley
Subject: RE: RESPONSE: FRIENDLY CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023
Attachments: Xerox Scan_11162023104052.pdf

Good morning Latrisa,

Attached is the permit application with the new date. I made payment this morning for the invoice you had sent.

Thank you,
Paul Wisniewski

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Wednesday, November 15, 2023 2:47 PM
To: Paul Wisniewski [REDACTED]
Subject: RESPONSE: FRIENDLY CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi –

No problem. Okay. Thank you. Yes, you can pay per the instructions provided. I am including them here again for your convenience....

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>

Sent: Wednesday, October 11, 2023 7:18 AM

To: Paul Wisniewski <[REDACTED]>

Subject: INVOICE: CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to Oc

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the

Happy Day Mr. Paul Wisniewski –

I hope this correspondence meets you happy, healthy, and in good spirit.

We are pleased to inform you Fastenal's "BK5K Walk Run" scheduled October 21, 2023, at the Wolf

Your application invoice [#24000041](#) (attached) is ready. You may pay online by visiting: [htt](#)

Your customer ID: [REDACTED] Please email the receipt directly to [@Latrisa](#)

Feel free to reach out with questions. We appreciate you – your patience.

Respectfully – Latrisa

From: Latrisa Mosley

From: Paul Wisniewski <[REDACTED]>

Sent: Wednesday, November 15, 2023 3:44 PM

To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>

Subject: RE: RESPONSE: FRIENDLY CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

Good afternoon Latrisa,

Thank you for the information. I will update the paperwork and send it back to you tomorrow morning. Am I able to pay the invoice via credit card?

Thank you,
Paul Wisniewski

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>

Sent: Wednesday, November 15, 2023 11:35 AM

To: Paul Wisniewski <[REDACTED]>

Subject: RESPONSE: FRIENDLY CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Happy Wednesday Mr. Paul –

I hope you're well.

I just received availability feedback. Please forward the updated paperwork and the paid receipt for the invoice sent to you October.

In meantime, I will work on getting updated interdepartmental approvals.

Respectfully – Latrisa

From: Paul Wisniewski [REDACTED]
Sent: Monday, November 13, 2023 5:48 PM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Subject: RE: RESPONSE: FRIENDLY CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

Good afternoon Latrisa,

Just wanted to follow up and see if you had heard on the availability of Wolf Creek for Dec 2?

Thank you,
Paul Wisniewski

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Wednesday, November 8, 2023 2:42 PM
To: Paul Wisniewski [REDACTED]
Subject: RESPONSE: FRIENDLY CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Pau

You're welcome.

Unfortunately, the availability of the Wolf Creek venue can NOT be confirmed for newly requested dates until next Monday.

I will follow up with you at that time.

Respectfully – Latrisa

From: Paul Wisniewski [REDACTED]
Sent: Wednesday, November 8, 2023 1:21 PM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Subject: RE: RESPONSE: FRIENDLY CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

Happy Wednesday Latrisa,

Thank you so much for the update.

Greatly appreciated,

Paul Wisniewski

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>

Sent: Wednesday, November 8, 2023 12:20 PM

To: Paul Wisniewski [REDACTED]

Subject: RESPONSE: FRIENDLY CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Happy Wednesday Mr. Pau

I am waiting for availability of the venue confirmation; I will follow up as soon as I receive the information.

Respectfully Latrisa

From: Paul Wisniewski <[REDACTED]>

Sent: Wednesday, November 8, 2023 1:17 PM

To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>

Subject: RE: FRIENDLY CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

Hi Latrisa,

I wanted to just check in and see if it is even a possibility of hosting the race on Dec 2 or do we need to push it back to Dec 9? I am just asking as I need to communicate this to my timers and the Police.

Thank you,
Paul

From: Paul Wisniewski <[REDACTED]>

Sent: Monday, November 6, 2023 1:39 PM

To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>

Subject: RE: FRIENDLY CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

Hi Latrisa,

Sorry for the delay. Our group wanted to see if we could do December 2, 2023? If that works can we just update the paperwork I have already submitted?

Thank you,
Paul Wisniewski
Fastenal Company
BK5K

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>

Sent: Monday, November 6, 2023 11:03 AM

To: Paul Wisniewski [REDACTED]

Subject: FRIENDLY CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Happy Monday Mr. Wisniewski –

I hope you re well. Checking in again. Do you have a new date??

I apologize for the constant check-ins; however, I need the information for timely processing/ updated approval(s).

Respectfully – Latrisa.

From: Latrisa Mosley

Sent: Tuesday, October 17, 2023 4:38 PM

To: Paul Wisniewski <[REDACTED]>

Subject: RESPONSE: FRIENDLY CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

Happy Tuesday Mr. Wisniewski –

Thank for the update. Received and understood.

If possible, we respectfully request 30 days notice/ request of the new date to ensure availability of the venue and previously requested city resources (pd, ems.).

Please let me know if there is anything we can do to assist you. Again, we appreciate and thank you for choosing the City of South Fulton.

Respectfully – Latrisa

From: Paul Wisniewski [REDACTED]

Sent: Tuesday, October 17, 2023 4:31 PM

To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>

Subject: RE: FRIENDLY CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

Good afternoon Latrissa,

At this time our committee has decided to postpone the race and find a new date later in the year. We do not have enough registrations to successfully host this event. We are trying to protect it for the future as it is the key to providing

financial grants to local non-profit youth organizations in the community. We are in communications with our timing company to find a new date that works and I will communicate that once that is defined.

I apologize for the late change, but we feel this is the best solution at the current time.

Thank you,
Paul Wisniewski
Fastenal Company
BK5K

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Tuesday, October 17, 2023 3:26 PM
To: Paul Wisniewski [REDACTED]
Subject: FRIENDLY CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Latrisa Mosley
Sent: Wednesday, October 11, 2023 12:14 PM
To: Paul Wisniewski [REDACTED]
Subject: RE: INVOICE: CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

Understood. Thank you. I look forward to hearing from you.

Respectfully – Latrisa

From: Paul Wisniewski [REDACTED]
Sent: Wednesday, October 11, 2023 12:08 PM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Subject: RE: INVOICE: CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

Hi Latrisa,

For a virtual event those that registered for the race would do a 5K run/walk sometime between Oct 20 – Oct 22 and then submit their times and pictures(optional) to us via e-mail. They will still receive a t-shirt for their participation and race bib. By going virtual versus cancelling this will allow us to still award \$20,000 in grants to youth organizations in the community. If we cancelled the event (unless by weather) we are not able to provide the grants this year.

I will confirm once we have our committee meeting this afternoon.

Thank you,
Paul Wisniewski

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Wednesday, October 11, 2023 10:38 AM

To: Paul Wisniewski <[REDACTED]>
Subject: RE: INVOICE: CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mr. Wisniewski –

Understood. Thank you for the information. Excuse my ignorance, may I ask for elaboration of the “virtual” concept???

From: Paul Wisniewski [REDACTED]
Sent: Wednesday, October 11, 2023 11:31 AM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Subject: RE: INVOICE: CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

Good morning Latrisa,

Thank you for providing the Special Event Permit. I wanted to let you know that we may be adjusting our race and making it a virtual event in 2023. Due to low registration numbers and the cost for the permit, Police support and venue fees, the costs are making this a challenge. Our team will be making the final call this afternoon and I will communicate to you the final decision.

I apologize for this inconvenience, but we are looking into different ways to impact participation numbers in 2024 and start the permitting process much sooner.

Thank you,
Paul Wisniewski
Fastenal Company
BK5K Race Director

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Wednesday, October 11, 2023 7:18 AM
To: Paul Wisniewski [REDACTED]
Subject: INVOICE: CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Happy Day Mr. Paul Wisniewski –

I hope this correspondence meets you happy, healthy, and in good spirit.

We are pleased to inform you Fastenal's "BK5K Walk Run" scheduled October 21, 2023, at the Wolf Creek venue is approved by city council. (10.10.2023..4:23:58)

Latrisa Mosley

From: Tamika Pritchett
Sent: Wednesday, November 15, 2023 1:02 PM
To: Latrisa Mosley; Keith Meadows; Donna Dingler; Hilda Moses; Gary Johnson; Karen Tominey; Nadia Campbell; Jim Martinez
Cc: Marc-Antonie Cooper; Reginald McClendon; Carmalitha Gumbs; Catherine Rowell
Subject: Re: NEW DATE - DECEMBER 2, 2023 - SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023 to December 2, 2023

Good day:

If no changes, police approves.

Kind Regards,

Major T. Pritchett

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Wednesday, November 15, 2023 12:59:10 PM
To: Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>; Keith Meadows <keith.meadows@cityofsouthfultonga.gov>; Donna Dingler <donna.dingler@cityofsouthfultonga.gov>; Hilda Moses <hilda.moses@cityofsouthfultonga.gov>; Gary Johnson <Gary.Johnson@cityofsouthfultonga.gov>; Karen Tominey <karen.tominey@cityofsouthfultonga.gov>; Nadia Campbell <nadia.campbell@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>
Cc: Marc-Antonie Cooper <marc-antonie.cooper@cityofsouthfultonga.gov>; Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Carmalitha Gumbs <Carmalitha.Gumbs@cityofsouthfultonga.gov>; Catherine Rowell <Catherine.Rowell@cityofsouthfultonga.gov>
Subject: NEW DATE - DECEMBER 2, 2023 - SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023 to December 2, 2023

Happy Wednesday –

I hope this message finds you well and in good spirit.

UPDATE - The organizer has requested/ submitted December 2, 2023, as the new event date for the Fastenal Bk5k race at Wolf Creek.

Please advise if you have any disapproval(s) and/or objections to the new date. All other details remain the same.

Your response is respectfully appreciated and requested as soon as possible to process the request and prepare for council s review/ approval.

I appreciate you!!!

Respectfully – Latrisa

Latrisa Mosley

From: Donna Dingler
Sent: Wednesday, November 15, 2023 1:03 PM
To: Latrisa Mosley; Tamika Pritchett; Keith Meadows; Hilda Moses; Gary Johnson; Karen Tominey; Nadia Campbell; Jim Martinez
Cc: Marc-Antonie Cooper; Reginald McClendon; Carmalitha Gumbs; Catherine Rowell
Subject: Re: NEW DATE - DECEMBER 2, 2023 - SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023 to December 2, 2023

Fire approves

Get [Outlook for iOS](#)

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Wednesday, November 15, 2023 12:59:10 PM
To: Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>; Keith Meadows <keith.meadows@cityofsouthfultonga.gov>; Donna Dingler <donna.dingler@cityofsouthfultonga.gov>; Hilda Moses <hilda.moses@cityofsouthfultonga.gov>; Gary Johnson <Gary.Johnson@cityofsouthfultonga.gov>; Karen Tominey <karen.tominey@cityofsouthfultonga.gov>; Nadia Campbell <nadia.campbell@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>
Cc: Marc-Antonie Cooper <marc-antonie.cooper@cityofsouthfultonga.gov>; Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Carmalitha Gumbs <Carmalitha.Gumbs@cityofsouthfultonga.gov>; Catherine Rowell <Catherine.Rowell@cityofsouthfultonga.gov>
Subject: NEW DATE - DECEMBER 2, 2023 - SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023 to December 2, 2023

Happy Wednesday –

I hope this message finds you well and in good spirit.

UPDATE - The organizer has requested/ submitted December 2, 2023, as the new event date for the [Fastenal Bk5k race](#) at Wolf Creek.

Please advise if you have any disapproval(s) and/or objections to the new date. All other details remain the same.

Your response is respectfully appreciated and requested as soon as possible to process the request and prepare for council s review/ approval.

I appreciate you!!!

Respectfully – Latrisa

From: Latrisa Mosley
Sent: Tuesday, October 17, 2023 4:56 PM
To: Salondia Aveni <salondia.aveni@cityofsouthfultonga.gov>

Latrisa Mosley

From: Nadia Campbell
Sent: Wednesday, November 15, 2023 2:24 PM
To: Latrisa Mosley; Tamika Pritchett; Keith Meadows; Donna Dingler; Hilda Moses; Gary Johnson; Karen Tominey; Jim Martinez
Cc: Marc-Antonie Cooper; Reginald McClendon; Carmalitha Gumbs; Catherine Rowell
Subject: RE: NEW DATE - DECEMBER 2, 2023 - SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023 to December 2, 2023

Planning and Zoning approves this event with the new date.



Nadia Campbell | Plan Review Specialist

City of South Fulton | 5440 Fulton Industrial Blvd. SW, South Fulton, GA 30336

Direct |

Email | Nadia.Campbell@cityofsouthfultonga.gov

Connect with us! [Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [Youtube](#)

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Wednesday, November 15, 2023 12:59 PM
To: Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>; Keith Meadows <keith.meadows@cityofsouthfultonga.gov>; Donna Dingler <donna.dingler@cityofsouthfultonga.gov>; Hilda Moses <hilda.moses@cityofsouthfultonga.gov>; Gary Johnson <Gary.Johnson@cityofsouthfultonga.gov>; Karen Tominey <karen.tominey@cityofsouthfultonga.gov>; Nadia Campbell <nadia.campbell@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>
Cc: Marc-Antonie Cooper <marc-antonie.cooper@cityofsouthfultonga.gov>; Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Carmalitha Gumbs <Carmalitha.Gumbs@cityofsouthfultonga.gov>; Catherine Rowell <Catherine.Rowell@cityofsouthfultonga.gov>
Subject: NEW DATE - DECEMBER 2, 2023 - SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023 to December 2, 2023
Importance: High

Happy Wednesday –

I hope this message finds you well and in good spirit.

UPDATE - The organizer has requested/ submitted December 2, 2023, as the new event date for the [Fastenal Bk5k race](#) at Wolf Creek.

Please advise if you have any disapproval(s) and/or objections to the new date. All other details remain the same.

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

PAY ONLINE AT:
[HTTPS://WWW.CITYOFSOUTHFULTONGA.GOV](https://www.cityofsouthfultonga.gov)
SCROLL DOWN TO CLICK "PAY ONLINE" ICON

FASTENAL
PAUL WISNIEWSKI
6445 FULTON INDUSTRIAL BLVD
ATLANTA, GA 30336

INVOICE #

24000041

INVOICE DATE: 10/05/23

DUE DATE:

**MAKE CHECKS PAYABLE TO:
CITY OF SOUTH FULTON**

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		ANNUAL BK5K (10/21/2023)		
1.0000	P-A1	Processing Fee APPLICATION FEE	75.000000	75.00
1.0000	P-A2B	ZC Review Fee - \$45 ZONING COMPLIANCE FEE	100.000000	100.00
1.0000	P-MISC	Permitting Fee SPECIAL EVENT FEE (101-300)	250.000000	250.00
			TOTAL DUE:	\$ 425.00
Prn Payment: 11/16/23 CR 3862196310				-425.00
			BALANCE:	\$ 0.00

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

FASTENAL
PAUL WISNIEWSKI
6445 FULTON INDUSTRIAL BLVD
ATLANTA, GA 30336

INVOICE #: 24000041
DESCRIPTION: ANNUAL BK5K (10/21/2023)

DUE DATE:
TOTAL DUE: \$ 0.00



City of South Fulton Agenda Item Summary



City Council Meeting Date 10/10/2023		
Requesting Department Community Development and Regulatory Affairs		Council District(s) Affected 2
Requested Action Council to confirm a special event for "FASTENAL BK5K Annual RUN/WALK" - October 21, 2023 - 6 am - 1 pm start located at Wolf Creek Amphitheater - 3025 Merk Rd, South Fulton, GA 30349 ***Event previously approved; however, organizer requested change of event date***		
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 304.01 of the City's Municipal Codes calls for the City Council to approve all indoor and outdoor special events.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Staff has reviewed and determined that this event, as proposed, meets or exceeds the minimum requirements within the City's Municipal Code.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval 		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval



APPLICANT'S CHECKLIST

All applications must be complete and signed by applicant.

**Applications are due at least thirty (60) working days
in advance - \$75 application fee.**

If the event includes the usage of City Parks, please contact the City's Parks and Recreation Department at (470) 809-7275 or <https://www.cityofsouthfultonga.gov/2492/Parks-and-Facilities-Directory> prior to completing this application.

APPLICANT'S INFORMATION

Name: Paul Wisniewski E-mail: [REDACTED]
Address: [REDACTED] WINONA MN 55987
Phone#/Fax#: [REDACTED]
24-Hour Emergency Contact Number: [REDACTED]

ORGANIZATION INFORMATION

Organization Name: BKSK RUN/WALK
Address: [REDACTED] WINONA MN 55987
Person(s) Responsible: PAUL WISNIEWSKI
Address: [REDACTED] WINONA MN 55987
Phone#/Fax#: [REDACTED]

EVENT DETAILS

Beginning Date: October 21, 2023 Ending Date: October 21, 2023
Start Time(s): 6 AM End Time(s): 1 PM
Exact Location: WOLF CREEK Amphitheatre 3025 MARK RD ATLANTA GA
Is the event's location owned by the applicant? ☐ Yes ☒ No
If no, please attached property owner's authorization to hold event on their property.

Description of
Activities to occur: 5K RUN/WALK + 1K Kids Fun Run

Participants expected: 100 - 250

Purpose of Event: RAISE funds to provide financial grants to
SO.C.3 youth organizations and schools in the community.

Will any public facilities or equipment be requested? ☒ No ☐ Yes If yes, please describe below:

Will this event involve the usage of any Georgia Department of Transportation roads/highways?
☐ No ☒ Yes If yes, please describe below and attach authorizations:

Does the Fulton County Health Department possess jurisdiction over the event? ☒ No ☐ Yes If yes, please describe below and attach authorizations:

Will any tents be erected in association with this special event? ☒ No ☐ Yes If yes, include a Tent application with your submittal.

Will any temporary signage be used in association with this special event? ☒ No ☐ Yes If yes, include a sign permit application with your submittal.

Will alcohol be served? ☒ No ☐ Yes If yes, please specify the name of the business with the Alcoholic Beverage License that will serve alcoholic beverages at your event. An additional fee of \$50 will be required if alcohol will be served or sold.

Name of Business
serving alcoholic
beverages: _____ Issuing
Authority and
License #: _____

Will this event include a Parade? ☐ No ☐ Yes If yes, answer the following:

Staging Area Location: _____

Arrival Time at
Staging Area: _____ Parade Start
Time: _____

Map of exact route of parade including starting and termination points is attached. ☐ No ☐ Yes

At the city's request, the applicant may be required to obtain and present evidence of a surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 personal injury per occurrence and \$500,000.00 property damage per occurrence against all claims arising from permits issued pursuant to this chapter. If the event poses higher risks than covered by such insurance, the applicant shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.



PROPERTY OWNER'S AUTHORIZATION

Original signatures required here.

The Undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Owner _____

Telephone Number _____

Address of Subject Property _____

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Fulton County, Georgia and I provide authorization for the applicant to use my property as mentioned herein.

Signature of Owner

Personally appeared before me:

who swears the information contained
in this authorization is true and correct
to the best of his/her knowledge and
belief.

Notary Public

(Affix Raised Seal Here)

Date



SPECIAL EVENT PERMIT CONDITIONS

As a condition to the issuance of a Special Event Permit, the licensee shall indemnify and hold the City harmless from claims, demand or cause of action which may arise from activities associated with this applicable special event.

I, BKSK Race Director PAUL WISNIEWSKI, Applicant, do solemnly swear subject to criminal penalties for false swearing, that the statement and answers made by me to the foregoing questions in this application for a City of South Fulton Special Event Permit, are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license.

Applicant Signature

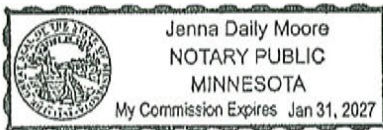
5-2-23

Date

Notary

1-31-2027

Commission Expires



CLASS OF EVENT

- ☐ Co-sponsored event with the City
- ☐ Fundraising for charitable events
- ☐ Special event (primarily)
- ☐ Special event with road closure
- ☐ Special event with tent – square footage of tent _____
- ☐ Special event with temporary signage
- ☐ Special event with alcohol served

Date: <u>10/05/2023</u>	Permit#: <u>FASTE005-2400041</u>	Permit Fee Due: <u>\$425.00</u>
-------------------------	----------------------------------	---------------------------------

APPLICATION FOR PERMIT APPROVED BY (WHERE APPLICABLE):

<u>N. Campbell</u>	Electronic Review/ Approval 09/22/2023
COMMUNITY DEVELOPMENT SERVICES DIRECTOR	

<u>Maj. T. Prichett</u>	Electronic Review/ Approval 09/19/2023
POLICE CHIEF	

<u>Chief / Fire Marshal D Dingler</u>	Electronic Review/ Approval 10/04/2023
FIRE CHIEF	

<u>Dep Dir. J. Martinez</u>	Electronic Review/ Approval 09/19/2023
PUBLIC WORKS DIRECTOR	

CITY MANAGER



City of South Fulton ADMINISTRATIVE PERMIT #
Community Development & Regulatory Affairs - Development Services Division
5440 Fulton Industrial Blvd, South Fulton, GA 30336
www.cityofsouthfultonga.gov email: permits@cityofsouthfultonga.gov
470.809.7200

ADMINISTRATIVE PERMIT APPLICATION FORM

FESTIVAL/ EVENT/ PRODUCE/ SEASONAL/ ROADSIDE VENDING ONLY PERMITS: \$65.00

(Note: All Administrative Permit Applications will include a \$50 processing fee, \$50 zoning review/ compliance fee, \$15 per day fee, as applicable)

Site/ Project Information:

Site Address: 3025 Merk Rd SW City: Atlanta Zip Code: 30349

Site Owner Information:

Name: Wolf Creek Ampitheater Email:
Address: 3025 Merk Rd SW Telephone #:
City: Atlanta State: GA Zip Code: 30349 Fax #:

Contractor/ Lessee/ Operator's Information

Business Name: BK5K Run/Walk Business Website: www.bk5k.com
Address: City: Winona Zip Code: 55987
Email: Business Telephone #: Mobile #:
Business License #: City/ County of Issuance:
Business Owner/ Representative:

(Note: For any site/ address having had an Administrative Permit with the last 15 months provide a separate sheet listing the permit number, location, name of owner, and type of business conducted for each.)

Use Type: 5K Run/Walk Date(s): October 21, 2023 No of Tent(s) and/or Enclosed Structure(s) > 300 sq ft? 0 N/A 0

APPLICANT'S CERTIFICATION AFFIDAVIT & SIGNATURE

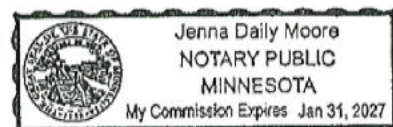
Applicant: Paul Winiewski Address: Winona MN 55987
Name of Business: BK5K Run/Walk
Type/ Name of Use: 5K Run/Walk for Charity

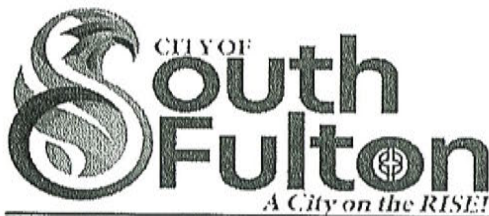
I hereby certify that the site described herein will be constructed/ used in accordance with all applicable zoning ordinances and laws governing the City of South Fulton (including time limitations/ hours of operation/ safety requirements, etc.).

Applicant(s) Signature:

Sworn and attested before me this 16 day of Sept 2023.

Notary Public: Jenna D. Moore
(seal & expiration date)





ADMINISTRATIVE PERMIT # _____
Community Development & Regulatory Affairs - Development Services Division
5440 Fulton Industrial Blvd, South Fulton, GA 30336
www.cityofsouthfultonga.gov email: permits@cityofsouthfultonga.gov
470.809.7200

PROPERTY OWNER'S AUTHORIZATION

(Original signatures required)

The Undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of the property use.

Name of Owner _____

Telephone Number _____

Address of Subject Property _____

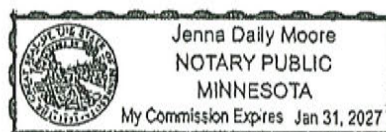
I swear that I am the owner of the property, which is the subject matter of the attached application, as it is shown in the records of Fulton County, Georgia and I provide authorization for the applicant to use my property as mentioned herein. And shall indemnify and hold the City harmless from claims, demand or cause of action which may arise from activities associated with this applicable event/use.

Signature of Owner

Personally appeared before me:

who swears the information contained in
this authorization is true and correct to the
best of his/her knowledge and belief.

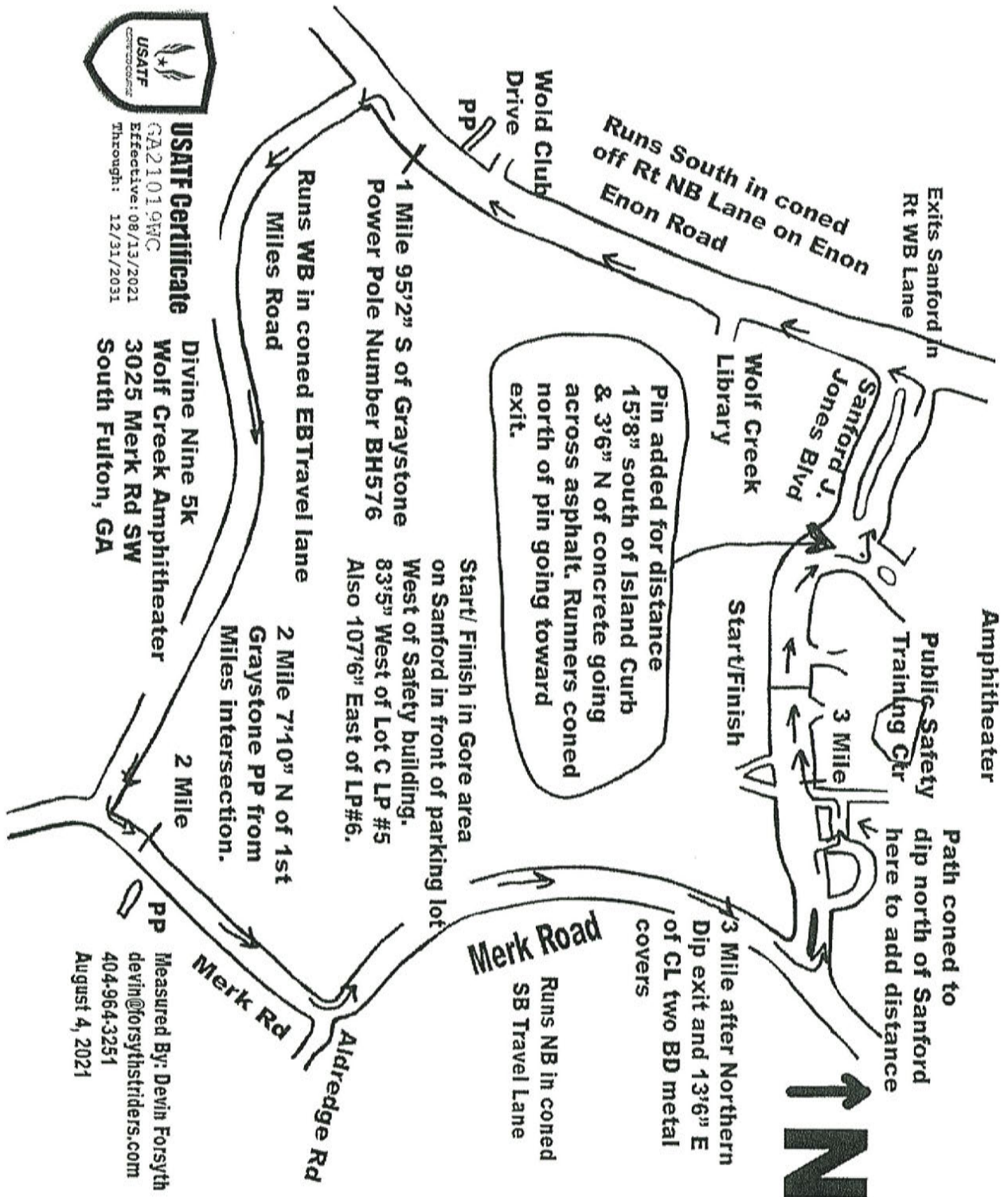
Notary Public

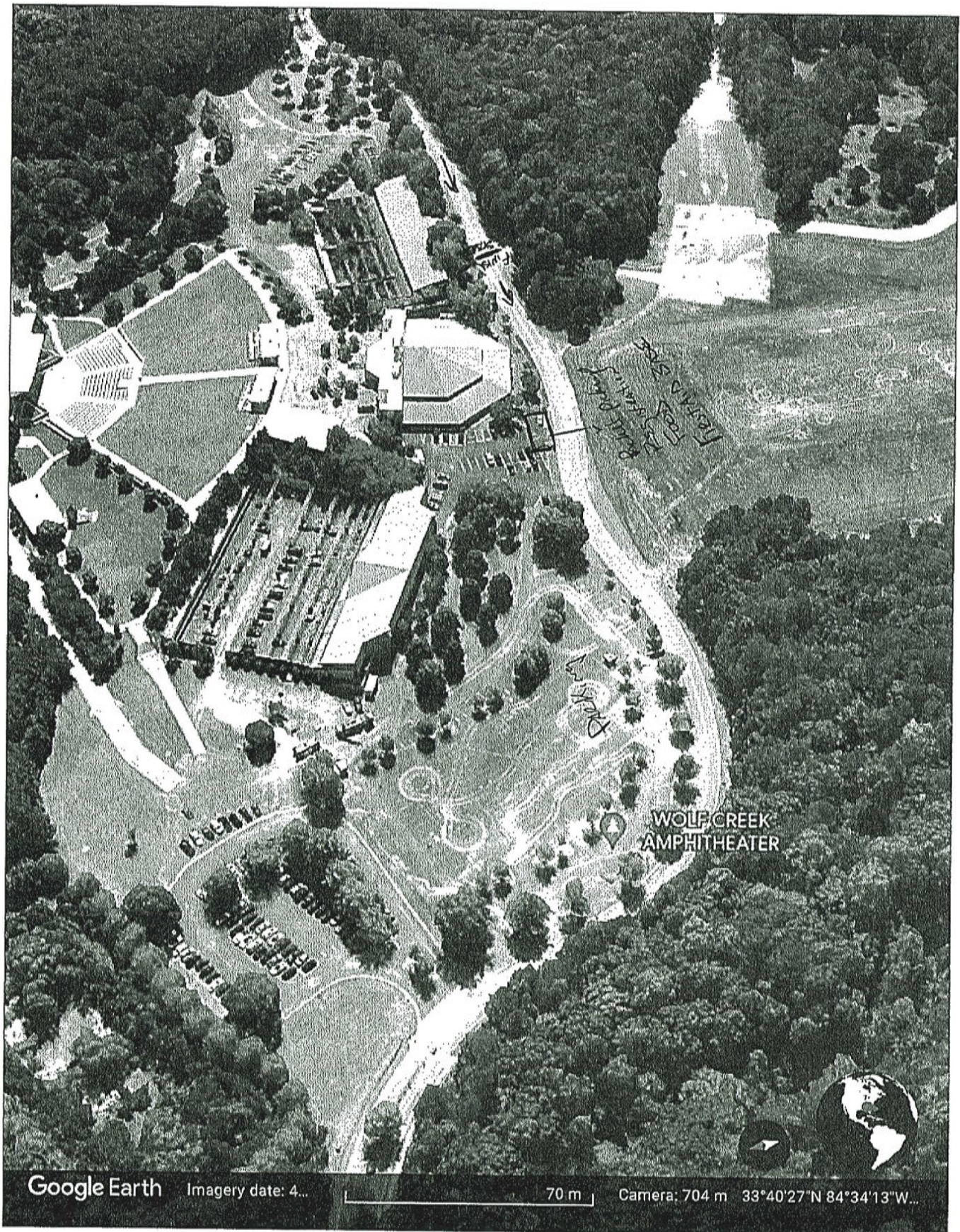


9-6-2023
Date

(Affix Raised Seal Here)

BK5K Race Day Schedule			
Start	Stop		Course Setup
5:00am	6:00am	Mark the course	Cone course, psrking sopts, mark starting line
6:00am	6:15am	Start banner/Water	Setup Start banner and fill 3 water coolers 2/3 full
6:30am	7:00am	Set out Signage	Set our A frame and yard signs. Course maps etc...
7:00am	7:30am	Ice & water in coolers	Deliver Ice & water to, Aid Station, & Finish setup
7:00am	7:30am	Fruit from Hyvee	fruit from Hyvee at Main St "Y" junction (Gator will be waiting)
7:00am	7:30am	Parking & Traffic Control	Provide instructions to volunteers
7:00am	7:30am	1.5 Mile water table	Use Gator to take table, H2O coolers and cups by HS for Nordic Team
7:00am	7:30am	Mile Markers	Use Gator to set out the 1 & 2 Mile markers on course
6:30am	7:30am	Finish Line Crew	Setup WSHS volunteers at Finish w/ Tom/Kathy
7:30am	9:30am	Close all roads accessing Lake Park Rd	Put out road barricades 15 min prior to race start, remove after awards.
7:45am	9:15am	Close Hwy 61 turn lanes onto Huff	Pull our turn lane barricades (police supported) remove when sweep gives the OK
6:30am	7:30am		Packet Pickup & Race Day Registrations
6:30am	7:30am	This will all be setup Friday night in Lake Lodge	
8:15	8:45am		Food Setup/ Prior to race start
7:00am	9:00am	Food tent setup	Set up tent and tables for past race fruit and BR sandwiches
8:15am	8:35am	Post race food drop	Steakshop will drop off the food on Main St @ "Y" (Gator will be there)
7:45am	8:15am	Marching Band	National Anthem and songs from WSHS Band
7:30am	7:45am	Course Marshals Setup	Meet course marshals at Lodge - rules, maps, vests
7:45am	7:45am	Lead Biker Setup	Meet lead bikers at Lodge
8:15am	10:15am	Race Aid Station	Meet WSHS volunteers (Nordic ski) at finish line setup aid station
7:30am	8:30am	Awards Setup	Set up awards at bandshell
7:45am	7:50am	Course Marshals Ready	Confirm Course Marshals are ready
7:50am	8:00am		5k Runners move to Lake Lodge Starting Line
7:50am	7:55am	Pre-5k Announcements	Welcome, Youth, Rules, Course, Thank you
7:55am	8:00am	Star Spangle Banner	WSHS marching band
8:00am	9:00am		5k Race - Shotgun Start
8:00am	9:00am	5k Finish Line	Ensure Tom/Kathy have everything they need
9:00am	9:15am	Confirm 5k is finished	Sweeps to let us know everyone is off the course
9:15	9:45		Kid's Fun Run/1K Start
9:50am	10:00am		Grant Awards
10:00	10:45am		Awards Ceremony
10:45am	12:00pm	Clean up	Clean up all areas & delivery product/sprinter to hub
		Cell Phones	
Attending			
Not Attending			





BK5K Run/Walk

October 21, 2023

Race Route: We will be using the same race route as the Divine Nine 5K

Security: We will have a minimum of 6 Police Officers to help manage the road ways. Once our sweep has come off a road it will be opened to traffic.

Security Point persons:

BK5K: Paul Wisniewski

Police: Captain Hattie Cotton-Tukes

Safety: We will have 3 CPR and First-Aid certified personnel on site. If registrations exceed 200 we are working on EMT services.

We will have water on-site and at the aid station base.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)

9/6/2023

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

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

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED	FASTENAL COMPANY 1492117 AND WHOLLY OWNED SUBSIDIARIES PO BOX 978 WINONA MN 55987	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 25674

COVERAGES

CERTIFICATE NUMBER: 19877089

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	TC2J-GLSA-8B355607-TIL-23	1/1/2023	1/1/2024 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8B355632-TIL-23	1/1/2023	1/1/2024 COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			NOT APPLICABLE		EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-8S077493-23-51-R	1/1/2023	1/1/2024 ☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: BK5K ROAD RACE OCCURRING 10/21/2023 @ WOLF CREEK AMPITHEATER, 3025 MERK RD SW, ATLANTA GA, 30349. CITY OF FULTON IS AN ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

CANCELLATION

19877089
CITY OF SOUTH FULTON
5440 FULTON INDUSTRIAL BLVD
SOUTH FULTON GA 30336

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Latrisa Mosley

From: Paul Wisniewski <[REDACTED]>
Sent: Wednesday, September 6, 2023 4:37 PM
To: Latrisa Mosley
Cc: Reginald McClendon; Marc-Antonie Cooper; Salondia Aveni; Jacqueline Howell
Subject: RE: CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023
Attachments: Xerox Scan_09062023142738.pdf; CITY OF SOUTH FULTON 19877089.pdf; BK5K GA Security.docx

Hi Latrisa,

I am hoping this is everything you need. I have 2 races this weekend one in Lacey WA and the other in Waterloo ON Canada. Please let me know if you have any questions and thank you for your patience.

Thank you,
Paul Wisniewski
Fastenal Company
BK5K

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Wednesday, September 6, 2023 2:24 PM
To: Paul Wisniewski <[REDACTED]>
Cc: Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Marc-Antonie Cooper <marc-antonie.cooper@cityofsouthfultonga.gov>; Salondia Aveni <salondia.aveni@cityofsouthfultonga.gov>; Jacqueline Howell <jacqueline.howell@cityofsouthfultonga.gov>
Subject: CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Paul –

I trust you're well and safe after an extended holiday weekend.

Please let me know if we can help with anything.

Respectfully – Latrisa

From: Paul Wisniewski <[REDACTED]>
Sent: Wednesday, August 30, 2023 10:38 AM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Cc: Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Marc-Antonie Cooper <marc-antonie.cooper@cityofsouthfultonga.gov>; Salondia Aveni <salondia.aveni@cityofsouthfultonga.gov>; Jacqueline Howell <jacqueline.howell@cityofsouthfultonga.gov>

Subject: RE: CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

Good morning Latrisa,

I will get these completed this week and back to you. Knowing that the roads we need to use do not need GDOT approval makes this easier to do.

Thank you,
Paul

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>

Sent: Wednesday, August 30, 2023 9:23 AM

To: Paul Wisniewski [REDACTED]

Cc: Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Marc-Antonie Cooper <marc-antonie.cooper@cityofsouthfultonga.gov>; Salondia Aveni <salondia.aveni@cityofsouthfultonga.gov>; Jacqueline Howell <jacqueline.howell@cityofsouthfultonga.gov>

Subject: CIRCLE BACK - SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Happy Wednesday Mr. Wisniewski –

I hope you're well and in good spirit.

Another friendly circle back.....We absolutely need the remaining documents by **COB 09/08/2023** [to complete thorough reviews, obtain required interdepartmental approvals and the city council review/ approval].

Please do not hesitate to let me know how and if our office can assist you. I appreciate you!!

Respectfully – Latrisa

The following items [remain] outstanding:

- Please provide a layout for the property (SAMPLE aerial view attached):
 - Include a Traffic Control Plan and Security/ Emergency response plan.
 - Please show your activities will not impede ems/ pd services if needed nor interfere with the flow of traffic or public right of ways)
 - Please indicate your team will have someone designated for first aide/ certified to administer CPR on-site/identify water stations/ as needed. To request a FSO please contact crr@cityofsouthfultonga.gov or @Donna Dingler
 - Please include the number officers that will be present for traffic control/ public safety (provide the pd/ security contact information. If you will utilize CoSF PD and need assistance, contact Captain @Brendan O'Neil)

- o Provide a list of the vendors (show proposed locations of each on the layout) if applicable.
- o If vendors will be present and secure their own permit. A blank administrative permit application is attached for your convenience (they will need to include a valid business, applicable health department approvals, applicable fire department approval [service based] and a property layout depicting the location of their tent/ table with submittal of the application)

➤ Please provide a COI (certificate of insurance) as applicable (including vendors, etc).

- o Statutory Workers' Compensation Insurance
- o Employers Liability: Bodily Injury by Accident - \$500,000 each accident/ Bodily Injury by Disease - \$500,000 policy limit/ Bodily Injury by Disease - \$500,000 each employee
- o Commercial General Liability Insurance: \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- o Auto Liability Insurance: \$1,000,000 limit of liability per occurrence for bodily injury and property damage/ Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles/ Additional Insured Endorsement/ Contractual Liability.

FYI – The City of South Fulton should be shown as an additional insured on General Liability and Auto Liability policies and noted accordingly on the Certificate of Insurance. (see screenshot).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is re	
The certificate holder is named as an Additional Insured but solely as respects to claims arising out of operations of the Named Insured and is Loss Payee for rented property as their interests may appear.	
CERTIFICATE HOLDER	CANCELLATION
City of South Fulton 5440 Fulton Industrial Blvd. South Fulton GA 30336	SHOULD ANY OF THE ABOVE EXPIRATION DATE ACCORDANCE WITH THE PC
	AUTHORIZED REPRESENTATIVE

Councilmembers Int Dir. McClendon (CDRA); Dir. J. Howell (PA) Dir. M. Cooper (Asst CM) – for informational purposes

From: Latrisa Mosley

Sent: Wednesday, August 16, 2023 1:18 PM

To: Paul Wisniewski [REDACTED]

Cc: Reginald McClendon <reginald.mcclendon@CityofSouthFultonga.gov>; Carmalitha Gumbs

<Carmalitha.Gumbs@cityofsouthfultonga.gov>; Jacqueline Howell <jacqueline.howell@CityofSouthFultonga.gov>;

Catherine Rowell <catherine.rowell@cityofsouthfultonga.gov>

Subject: CIRCLE BACK - RESPONSE: SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

Happy Wednesday Mr. Wisniewski –

I hope you're well and in good spirit.

Another friendly circle back..... Reiterating, you are correct if the roads are not *controlled* by GDOT, an application or permit isn't required by that agency.

Respectfully – Latrisa

From: Paul Wisniewski <[REDACTED]>
Sent: Tuesday, June 27, 2023 3:57 PM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Cc: Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Carmalitha Gumbs <Carmalitha.Gumbs@cityofsouthfultonga.gov>; Jacqueline Howell <jacqueline.howell@cityofsouthfultonga.gov>; Catherine Rowell <Catherine.Rowell@cityofsouthfultonga.gov>
Subject: RE: CIRCLE BACK - RESPONSE: SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

Happy Tuesday Latrisa,

I apologize for the delay in response, I am getting ready to host my 3rd race of the series in the last 6 weeks.

I will finalize the layout map and I have the COI. In talking with my timing company they are stating that the roads we use are not controlled by GDOT. Therefore would not need any application or permit for those? I am not sure and will need to get your official thoughts on this.

I will try to wrap the 2 items outside of GDOT this week and to you.

Thank you and we look forward to support the South Fulton Youth again this year.

Paul Wisniewski
Fastenal Company
BK5K

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Tuesday, June 27, 2023 12:30 PM
To: Paul Wisniewski <[REDACTED]>
Cc: Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Carmalitha Gumbs <Carmalitha.Gumbs@cityofsouthfultonga.gov>; Jacqueline Howell <jacqueline.howell@cityofsouthfultonga.gov>; Catherine Rowell <Catherine.Rowell@cityofsouthfultonga.gov>
Subject: CIRCLE BACK - RESPONSE: SPECIAL EVENT PERMIT - BK5K at the Wolf Creek Amphitheater from September to October 21, 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Happy Tuesday Mr. Wisniewski –

I hope you're happy, healthy, and safe after an enjoyable weekend.

This is a friendly "circle-back". Please advise if our office can assist with obtaining requested documentation [to move forward with processing your special event permit request].

We appreciate you – thank you for choosing the City of South Fulton!!

Have great afternoon!!

Respectfully –



Latrisa Mosley | Development Service Mgr., Community Development & Regulatory Affairs
City of South Fulton | 5440 Fulton Industrial Blvd. SW, South Fulton, GA 30336
470.809.7212 | latrisa.mosley@cityofsouthfultonga.gov
Connect with us. [Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [SouthFultonMonthly](#)

Councilmembers C. Gumbs (D2), C. Rowell (D1); Int Dir. McClendon (CDRA); Dir. J. Howell (PA)– for informational purposes

From: Latrisa Mosley
Sent: Thursday, June 15, 2023 2:09 PM
To: 'Paul Wisniewski' <[REDACTED]>; Reginald McClendon <reginald.mcclendon@CityofSouthFultonga.gov>
Cc: Jacqueline Howell <jacqueline.howell@CityofSouthFultonga.gov>
Subject: RESPONSE: SPECIAL EVENT PERMIT BK5K

Happy Thursday Mr. Wisniewski –

I hope you're well and staying safe...

As previously mentioned, the requested date has been tentatively confirmed as available; however, we are still awaiting the checklist items.

The following items [remain] outstanding:

- GDOT Lane Closure/ route approval.
- Please provide a layout for the property (SAMPLE aerial view attached):
 - Include a security/ emergency response plan.
 - Please show ingress/ egress ensuring your activities will not impede ems/ pd services if needed nor interfere with the flow of traffic or public right of way)
 - Please indicate your team will have someone certified to administer CPR on-site as needed.
 - Please include the number officers that will be present (provide the pd/ security contact information. If you will utilize CoSF PD and need assistance, contact Captain @Brendan O'Neil)
 - Provide a list of the vendors (show proposed locations of each on the layout) if applicable.
 - If vendors will be present and secure their own permit. A blank administrative permit application is attached for your convenience (they will need to include a valid business, applicable health department approvals, applicable fire department approval [service

based]and a property layout depicting the location of their tent/ table with submittal of the application)

➤ Please provide a COI (certificate of insurance) as applicable (including vendors, etc).

- Statutory Workers' Compensation Insurance
- Employers Liability: Bodily Injury by Accident - \$500,000 each accident/ Bodily Injury by Disease - \$500,000 policy limit/ Bodily Injury by Disease - \$500,000 each employee
- Commercial General Liability Insurance: \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- Auto Liability Insurance: \$1,000,000 limit of liability per occurrence for bodily injury and property damage/ Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles/ Additional Insured Endorsement/ Contractual Liability.

FYI – The City of South Fulton should be shown as an additional insured on General Liability and Auto Liability policies and noted accordingly on the Certificate of Insurance. (see screenshot).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is re	
The certificate holder is named as an Additional Insured but solely as respects to claims arising out of operations of the Named Insured and is Loss Payee for rented property as their interests may appear.	
CERTIFICATE HOLDER	CANCELLATION
City of South Fulton 5440 Fulton Industrial Blvd. South Fulton GA 30336	SHOULD ANY OF THE ABOVE THE EXPIRATION DATE ACCORDANCE WITH THE PC
	AUTHORIZED REPRESENTATIVE

If you have any questions, please do not hesitate to reach out.

Thank you for your interest with the City of South Fulton!!!

Respectfully -



Latrisa Mosley

Development Services Manager
CoSF Community Development and Regulatory Affairs (CDRA)

☎ 470.809.7212 (direct) 404.747.3782 (cell)

✉ latrisa.mosley@cityofsouthfultonga.gov

📍 5440 Fulton Industrial Blvd, S.W., Suite A
South Fulton, GA 30336

www.CityofSouthFultonGA.gov



From: Paul Wisniewski <[REDACTED]>

Sent: Thursday, June 15, 2023 11:55 AM

To: Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Subject: RE: RESPONSE: SPECIAL EVENT PERMIT BK5K

Good morning,

I am just following up on this to see if you needed any additional information from me for our permit and to reserve the venue.

Thank you,
Paul Wisniewski
Fastenal Company
BK5K Race Director

From: Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>
Sent: Tuesday, June 6, 2023 10:45 AM
To: Paul Wisniewski <[REDACTED]>
Subject: RE: RESPONSE: SPECIAL EVENT PERMIT BK5K

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Mosley, is that "special events requirements" page something that we send out?

From: Paul Wisniewski <[REDACTED]>
Sent: Tuesday, June 6, 2023 10:44 AM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>; Jacqueline Howell <jacqueline.howell@cityofsouthfultonga.gov>
Cc: Karin Smoot <karin.smoot@CityofSouthFultonga.gov>; Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>
Subject: RE: RESPONSE: SPECIAL EVENT PERMIT BK5K

Some people who received this message don't often get email from [REDACTED] [learn why this is important](#)
Would be helpful to include the paperwork.

Thank you,
Paul

From: Paul Wisniewski
Sent: Tuesday, June 6, 2023 9:43 AM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>; Jacqueline Howell <jacqueline.howell@cityofsouthfultonga.gov>
Cc: Karin Smoot <karin.smoot@CityofSouthFultonga.gov>; Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>
Subject: RE: RESPONSE: SPECIAL EVENT PERMIT BK5K

Happy Tuesday Latrisa,

Here is the completed application with the exception of the venue signature. If Jacqueline could help fill that out I can then make payment for the reservation of the facility. I have been in contact with the Police so we will have support for

the race route we would like to use outside of the venue. Please let me know if there is anything else you need from me at this time. Our committee is excited to start promoting the race and raising funds for non-profit youth organizations in the community.

Thank you,
Paul Wisniewski
Fastenal Company
BK5K Race Director

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Friday, May 26, 2023 1:14 PM
To: Paul Wisniewski <[REDACTED]>; Jacqueline Howell <jacqueline.howell@cityofsouthfultonga.gov>
Cc: Karin Smoot <karin.smoot@CityofSouthFultonga.gov>; Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>
Subject: RESPONSE: SPECIAL EVENT PERMIT BK5K

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Happy Friday Mr. Wisniewski—

I hope this correspondence finds you well and in good spirit.

Thank you for reaching out to advise that you would like to move the BK5K at the Wolf Creek Amphitheater from September to October 21, 2023.

@Jacqueline Howell (of Communication & External Affairs) has tentatively confirmed the availability of the venue for the new proposed date and time.

Please remember to submit a complete updated application (with support documentation) to indicate the new date as soon as possible to hold the date.

A blank form is attached for your perusal and use. Please feel free to reach out if you have any questions.

We appreciate you and thank you for choosing the City of South Fulton.

Have a great holiday weekend and stay safe.

Respectfully —



Latrisa Mosley | Development Service Mgr., Community Development & Regulatory Affairs
City of South Fulton | 5440 Fulton Industrial Blvd. SW, South Fulton, GA 30336

470.809.7212 | latrisa.mosley@cityofsouthfultonga.gov
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From: Paul Wisniewski [REDACTED]
Sent: Monday, May 15, 2023 3:24 PM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Cc: Karin Smoot <karin.smoot@CityofSouthFultonga.gov>
Subject: RE: RESPONSE: SPECIAL EVENT PERMIT

Good afternoon Latrisa,

I am finalizing our police support needs for the BK5K which we would like to hold on October 21, 2023. Is there anyway to find out if the Wolf Creek venue is available for that race date? We would set up in the morning and be cleaned up by 1pm. We have raised roughly \$25,000 for youth organizations in the community, so we want to make sure we can give these funds out through our running of the BK5K and 1K races. Otherwise we need to look for an alternate venue.

Please let me know at your earliest convenience.

Thank you,
Paul Wisniewski
Fastenal Company
BK5K Race Director

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Wednesday, March 22, 2023 2:54 PM
To: Paul Wisniewski [REDACTED]
Cc: Karin Smoot <karin.smoot@CityofSouthFultonga.gov>
Subject: RESPONSE: SPECIAL EVENT PERMIT

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Happy Wednesday Paul Wisniewski –

I hope this correspondence meets you well and in good spirit!!

Miss Smoot will verify/ confirm the availability of the venue.

In the meantime, a blank special event application is attached for your convenience and perusal.

As a reminder, we need the following attached to the completed application:

- An updated completed Special Event Application
 - Page 5 (signed and notarized)
- GDOT Lane Closure/ route approval.
- Please provide a layout for the property:
 - Include a security/ emergency response plan.

- Please show ingress/ egress ensuring your activities will not impede ems/ pd services if needed nor interfere with the flow of traffic or public right of way)
 - Please indicate your team will have someone certified to administer CPR on-site as needed.
 - Please include the number officers that will be present (provide the pd/ security contact information. If you will utilize CoSF PD and need assistance, contact Captain @Brendan O'Neil)
 - Provide a list of the vendors (show proposed locations of each on the layout)if applicable.
 - If vendors will be present and secure their own permit. A blank administrative permit application is attached for your convenience (they will need to include a valid business, applicable health department approvals, applicable fire department approval [service based]and a property layout depicting the location of their tent/ table with submittal of the application)
- Please provide a COI (certificate of insurance) as applicable (including vendors, etc).
- Statutory Workers' Compensation Insurance
 - Employers Liability: Bodily Injury by Accident - \$500,000 each accident/ Bodily Injury by Disease - \$500,000 policy limit/ Bodily Injury by Disease - \$500,000 each employee
 - Commercial General Liability Insurance: \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - Auto Liability Insurance: \$1,000,000 limit of liability per occurrence for bodily injury and property damage/ Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles/ Additional Insured Endorsement/ Contractual Liability.

FYI – The City of South Fulton should be shown as an additional insured on General Liability and Auto Liability policies and noted accordingly on the Certificate of Insurance. (see screenshot).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is re	
The certificate holder is named as an Additional Insured but solely as respects to claims arising out of operations of the Named Insured and is Loss Payee for rented property as their interests may appear.	
CERTIFICATE HOLDER	CANCELLATION
City of South Fulton 5440 Fulton Industrial Blvd. South Fulton GA 30336	SHOULD ANY OF THE ABOVE EXPIRATION DATE ACCORDANCE WITH THE PC
	AUTHORIZED REPRESENTATIVE

If you have any questions, please do not hesitate to reach out.

Thank you for your interest with the City of South Fulton!!!

Respectfully -



470.809.7212 | latrisa.mosley@cityofsouthfultonga.gov
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From: Paul Wisniewski <[REDACTED]>
Sent: Monday, May 15, 2023 3:24 PM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Cc: Karin Smoot <karin.smoot@CityofSouthFultonga.gov>
Subject: RE: RESPONSE: SPECIAL EVENT PERMIT

Good afternoon Latrisa,

I am finalizing our police support needs for the BK5K which we would like to hold on October 21, 2023. Is there anyway to find out if the Wolf Creek venue is available for that race date? We would set up in the morning and be cleaned up by 1pm. We have raised roughly \$25,000 for youth organizations in the community, so we want to make sure we can give these funds out through our running of the BK5K and 1K races. Otherwise we need to look for an alternate venue.

Please let me know at your earliest convenience.

Thank you,
Paul Wisniewski
Fastenal Company
BK5K Race Director

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Wednesday, March 22, 2023 2:54 PM
To: Paul Wisniewski <[REDACTED]>
Cc: Karin Smoot <karin.smoot@CityofSouthFultonga.gov>
Subject: RESPONSE: SPECIAL EVENT PERMIT

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Happy Wednesday Paul Wisniewski –

I hope this correspondence meets you well and in good spirit!!

Miss Smoot will verify/ confirm the availability of the venue.

In the meantime, a blank special event application is attached for your convenience and perusal.

As a reminder, we need the following attached to the completed application:

- An updated completed Special Event Application
 - Page 5 (signed and notarized)
- GDOT Lane Closure/ route approval.
- Please provide a layout for the property:
 - Include a security/ emergency response plan.

Latrisa Mosley

Development Services Manager
CoSF Community Development and Regulatory Affairs (CDRA)

☎ 470.809.7212 (direct) 404.747.3782 (cell)

✉ latrisa.mosley@cityofsouthfultonga.gov

📍 5440 Fulton Industrial Blvd, S.W., Suite A
South Fulton, GA 30336

www.CityofSouthFultonGA.gov



From: Paul Wisniewski [REDACTED]
Sent: Wednesday, March 22, 2023 3:43 PM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Cc: Karin Smoot <karin.smoot@CityofSouthFultonga.gov>
Subject: SPECIAL EVENT PERMIT

Good afternoon,

We are stating our planning for the 2023 BK5K races. We would like to see if we could host the 2023 BK5K at the same venue location on October 21, 2023. Can you let me know if Wolf Creek is available and if so we can start the paperwork and lining up Police support for the event this year.

Thank you,
Paul Wisniewski
Fastenal Company

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Friday, December 2, 2022 4:23 PM
To: Paul Wisniewski [REDACTED]
Cc: Karin Smoot <karin.smoot@CityofSouthFultonga.gov>
Subject: SPECIAL EVENT PERMIT ISSUANCE: FASTENAL BK5K ROAD RACE 12.03.2022

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Happy Friday Mr. Wisniewski –

I hope you're well and preparing for an enjoyable weekend.

Special Event PERMIT FASTE005 – for "FASTENAL – BK5k ROAD RACE"
scheduled – Saturday, December 3, 2022, 6:00 a.m. – 1 p.m. @ Wolf Creek
Amphitheater is issued.

Attached is a photocopy of the permit. Please advise if you would like the original permit (with raised seal & watermark) and a stamped completed application packet mailed [to you] for your records.

Please do not hesitate to contact me directly if I can assist further.

THANK YOU FOR CHOOSING THE CITY OF SOUTH FULTON - Have a GREAT event and stay safe!!



Respectfully – Latrisa M.

 470.809.7212 (direct)/

 latrisa.mosley@cityofsouthfultonga.gov

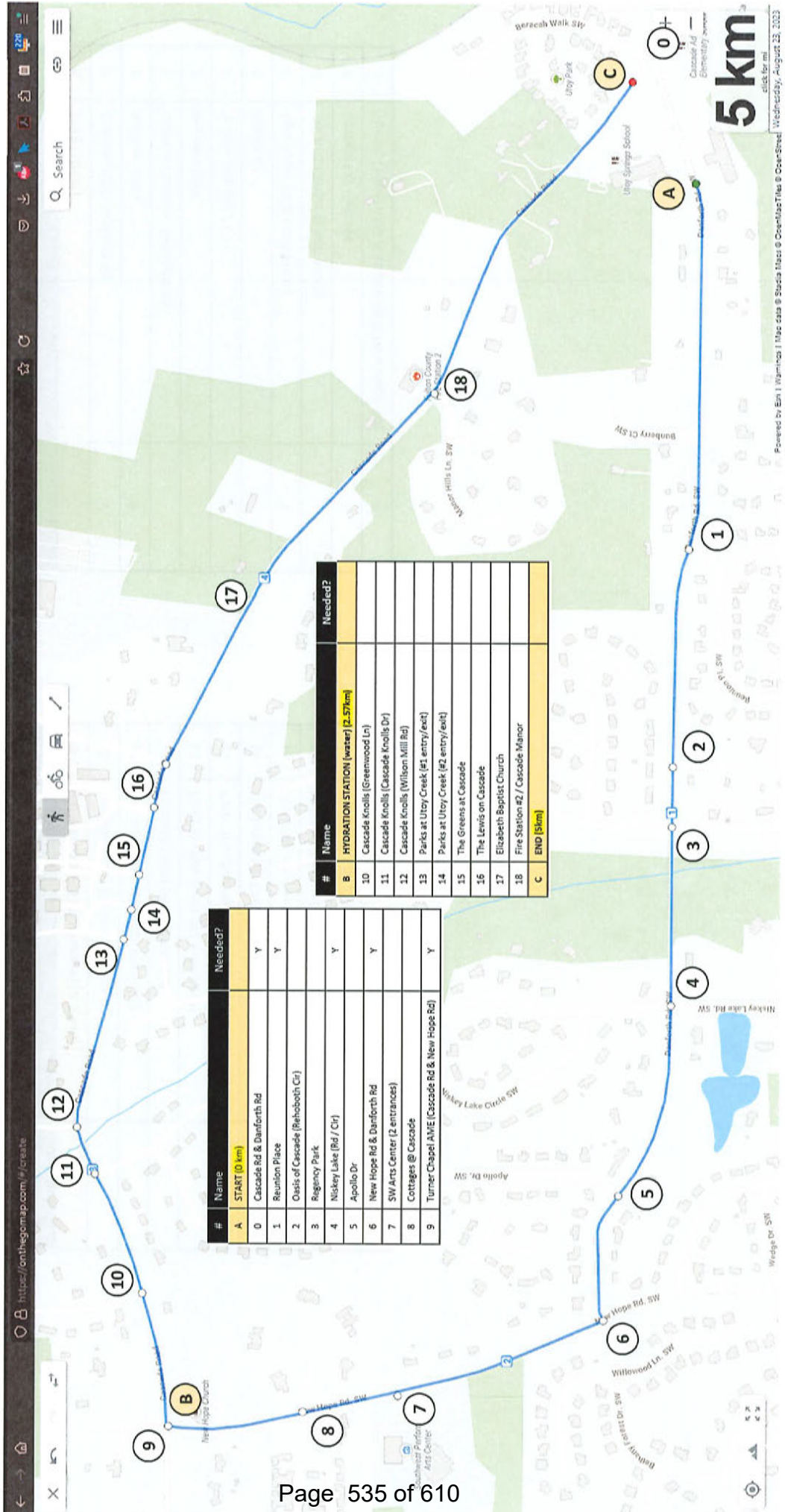
"A humble man rises to great heights and an arrogant man falls deep into the pit he tries to dig for others." Amit Abraham



#	Name	Needed?
A	START (0 km)	
0	Cascade Rd & Danforth Rd	Y
1	Reunion Place	Y
2	Oasis of Cascade (Rehoboth Cir)	
3	Regency Park	
4	Niskey Lake (Rd / Cir)	Y
5	Apollo Dr	
6	New Hope Rd & Danforth Rd	Y
7	SW Arts Center (2 entrances)	
8	Cottages @ Cascade	
9	Turner Chapel AME (Cascade Rd & New Hope Rd)	Y

#	Name	Needed?
B	HYDRATION STATION (water) (2.57km)	
10	Cascade Knolls (Greenwood Ln)	
11	Cascade Knolls (Cascade Knolls Dr)	
12	Cascade Knolls (Wilson Mill Rd)	
13	Parks at Utoy Creek (#1 entry/exit)	
14	Parks at Utoy Creek (#2 entry/exit)	
15	The Greens at Cascade	
16	The Lewis on Cascade	
17	Elizabeth Baptist Church	
18	Fire Station #2 / Cascade Manor	
C	END (5km)	

#	Name	Needed?
A	START (0 km)	
0	Cascade Rd & Danforth Rd	Y
1	Reunion Place	Y
2	Oasis of Cascade (Rehoboth Cir)	
3	Regency Park	
4	Niskey Lake (Rd / Cir)	Y
5	Apollo Dr	
6	New Hope Rd & Danforth Rd	Y
7	SW Arts Center (2 entrances)	
8	Cottages @ Cascade	
9	Turner Chapel AME (Cascade Rd & New Hope Rd)	Y
B	HYDRATION STATION (water) (2.57km)	
10	Cascade Knolls (Greenwood Ln)	
11	Cascade Knolls (Cascade Knolls Dr)	
12	Cascade Knolls (Wilson Mill Rd)	
13	Parks at Utoy Creek (#1 entry/exit)	
14	Parks at Utoy Creek (#2 entry/exit)	
15	The Greens at Cascade	
16	The Lewis on Cascade	
17	Elizabeth Baptist Church	
18	Fire Station #2 / Cascade Manor	
C	END (5km)	



#	Name	Needed?
A	START (0 km)	
0	Cascade Rd & Danforth Rd	Y
1	Reunion Place	Y
2	Oasis of Cascade (Rehaboth Ctr)	
3	Regency Park	
4	Niskey Lake (Rd / Ctr)	Y
5	Apollo Dr	
6	New Hope Rd & Danforth Rd	Y
7	SW Arts Center (2 entrances)	
8	Cottages @ Cascade	
9	Turner Chapel AME (Cascade Rd & New Hope Rd)	Y

#	Name	Needed?
B	HYDRATION STATION (water) (2.57km)	
10	Cascade Knolls (Greenwood Ln)	
11	Cascade Knolls (Cascade Knolls Dr)	
12	Cascade Knolls (Wilson Mill Rd)	
13	Parks at Utley Creek (41 entry/exit)	
14	Parks at Utley Creek (42 entry/exit)	
15	The Greens at Cascade	
16	The Lewis on Cascade	
17	Elizabeth Baptist Church	
18	Fire Station #2 / Cascade Manor	
C	END (5km)	

#	Name	Needed?
A	START (0 km)	
0	Cascade Rd & Danforth Rd	Y
1	Reunion Place	Y
2	Oasis of Cascade (Rehoboth Cir)	
3	Regency Park	
4	Niskey Lake (Rd / Cir)	Y
5	Apollo Dr	
6	New Hope Rd & Danforth Rd	Y
7	SW Arts Center (2 entrances)	
8	Cottages @ Cascade	
9	Turner Chapel AME (Cascade Rd & New Hope Rd)	Y
B	HYDRATION STATION (water) (2.57km)	
10	Cascade Knolls (Greenwood Ln)	
11	Cascade Knolls (Cascade Knolls Dr)	
12	Cascade Knolls (Wilson Mill Rd)	
13	Parks at Utoy Creek (#1 entry/exit)	
14	Parks at Utoy Creek (#2 entry/exit)	
15	The Greens at Cascade	
16	The Lewis on Cascade	
17	Elizabeth Baptist Church	
18	Fire Station #2 / Cascade Manor	
C	END (5km)	

Latrisa Mosley

From: Jim Martinez
Sent: Tuesday, September 19, 2023 5:06 PM
To: Latrisa Mosley; Tamika Pritchett; Keith Meadows; Donna Dingler; Shynae Howard; Karen Tominey
Subject: RE: SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater October 21, 2023

Public Works approves.



Jim Martinez – Deputy Director of Public Works

City of South Fulton | 5440 Fulton Industrial Blvd. SW, South Fulton, GA 30336

(470) 809-7463 | jim.martinez@cityofsouthfultonga.gov

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From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Tuesday, September 19, 2023 3:26 PM
To: Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>; Keith Meadows <keith.meadows@cityofsouthfultonga.gov>; Donna Dingler <donna.dingler@cityofsouthfultonga.gov>; Shynae Howard <shynae.howard@cityofsouthfultonga.gov>; Karen Tominey <karen.tominey@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>
Subject: SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater October 21, 2023

Happy Tuesday All -

I hope this correspondence finds each of you well and safe after an extended holiday weekend..

Please see the attached special event application/ request for BK5K RUN/ WALK @ WOLF CREEK – 3025 MERK RD, SOUTH FULTON, GA.

The event is scheduled – **Saturday, Oct 21, 2023 (6 a.m.)** and requires a review/ approval from your respective division (Public Works/ PD/ Fire/ Planning); therefore, your response is requested and appreciated.

Please advise if anything further/ additional information is needed to assist with this task.

Have a Terrific evening and stay safe !!!

Respectfully –

Latrisa Mosley

From: Tamika Pritchett
Sent: Tuesday, September 19, 2023 5:35 PM
To: Jim Martinez; Latrisa Mosley; Keith Meadows; Donna Dinger; Shynae Howard; Karen Tominey
Subject: Re: SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater October 21, 2023

The police department approves.

Kind Regards,

Major T. Pritchett

From: Jim Martinez <jim.martinez@cityofsouthfultonga.gov>
Sent: Tuesday, September 19, 2023 5:05:43 PM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>; Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>; Keith Meadows <keith.meadows@cityofsouthfultonga.gov>; Donna Dinger <donna.dinger@cityofsouthfultonga.gov>; Shynae Howard <shynae.howard@cityofsouthfultonga.gov>; Karen Tominey <karen.tominey@cityofsouthfultonga.gov>
Subject: RE: SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater October 21, 2023

Public Works approves.



Jim Martinez – Deputy Director of Public Works

City of South Fulton | 5440 Fulton Industrial Blvd. SW, South Fulton, GA 30336

(470) 809-7463 | jim.martinez@cityofsouthfultonga.gov

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From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Tuesday, September 19, 2023 3:26 PM
To: Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>; Keith Meadows <keith.meadows@cityofsouthfultonga.gov>; Donna Dinger <donna.dinger@cityofsouthfultonga.gov>; Shynae Howard <shynae.howard@cityofsouthfultonga.gov>; Karen Tominey <karen.tominey@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>
Subject: SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater October 21, 2023

Happy Tuesday All -

I hope this correspondence finds each of you well and safe after an extended holiday weekend..

Latrisa Mosley

From: Nadia Campbell
Sent: Friday, September 22, 2023 4:13 PM
To: Latrisa Mosley; Shynae Howard; Karen Tominey; Donna Dingler
Subject: RE: FRIENDLY CIRCLE BACK: SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater October 21, 2023

Zoning and Planning approves this event.



Nadia Campbell | Plan Review Specialist

City of South Fulton | 5440 Fulton Industrial Blvd. SW, South Fulton, GA 30336

Direct |

Email | Nadia.Campbell@cityofsouthfultonga.gov

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From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Friday, September 22, 2023 4:11 PM
To: Shynae Howard <shynae.howard@cityofsouthfultonga.gov>; Karen Tominey <karen.tominey@cityofsouthfultonga.gov>; Nadia Campbell <nadia.campbell@cityofsouthfultonga.gov>; Donna Dingler <donna.dingler@cityofsouthfultonga.gov>
Subject: FRIENDLY CIRCLE BACK: SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater October 21, 2023

Happy Friday –

Friendly Circle Back. Please advise if Planning or Fire approvals or have comments/ objections.

I appreciate you.

Respectfully – Latrisa

From: Latrisa Mosley
Sent: Tuesday, September 19, 2023 3:26 PM
To: Tamika Pritchett <Tamika.Pritchett@CityofSouthFultonga.gov>; Keith Meadows <keith.meadows@CityofSouthFultonga.gov>; Donna Dingler <donna.dingler@CityofSouthFultonga.gov>; Shynae Howard <shynae.howard@cityofsouthfultonga.gov>; Karen Tominey <karen.tominey@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@CityofSouthFultonga.gov>
Subject: SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater October 21, 2023

Happy Tuesday All -

I hope this correspondence finds each of you well and safe after an extended holiday weekend..

Latrisa Mosley

From: Donna Dingler
Sent: Wednesday, October 4, 2023 10:24 AM
To: Latrisa Mosley
Subject: Re: FRIENDLY CIRCLE BACK: SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater October 21, 2023

Fire has no issues with event.

Get [Outlook for iOS](#)

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Friday, September 29, 2023 3:10:38 PM
To: Donna Dingler <donna.dingler@cityofsouthfultonga.gov>
Subject: FRIENDLY CIRCLE BACK: SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater October 21, 2023

Happy Friday –

Friendly Circle Back. Does Fire approve or have comments/ objections concerning this event ?

I appreciate you.

Respectfully – Latrisa

From: Latrisa Mosley
Sent: Friday, September 22, 2023 4:11 PM
To: Shynae Howard <shynae.howard@cityofsouthfultonga.gov>; Karen Tominey <karen.tominey@cityofsouthfultonga.gov>; Nadia Campbell <nadia.campbell@CityofSouthFultonga.gov>; Donna Dingler <donna.dingler@CityofSouthFultonga.gov>
Subject: FRIENDLY CIRCLE BACK: SPECIAL EVENT PERMIT REQUEST - BK5K at the Wolf Creek Amphitheater October 21, 2023

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I appreciate you.

Respectfully – Latrisa

From: Latrisa Mosley
Sent: Tuesday, September 19, 2023 3:26 PM
To: Tamika Pritchett <Tamika.Pritchett@CityofSouthFultonga.gov>; Keith Meadows <keith.meadows@CityofSouthFultonga.gov>; Donna Dingler <donna.dingler@CityofSouthFultonga.gov>; Shynae

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of A Resolution to Accept Donations from Community Market Place Food Pantry of Community Church Atlanta

DATE: November 28, 2023

SUBJECT: Request Council Approval of A Resolution to Accept Donations from Community Market Place Food Pantry of Community Church Atlanta

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Resolution to Approve and Accept Food Donations	Cover Memo	11/22/2023

**A RESOLUTION TO ACCEPT THE DONATION FROM COMMUNITY MARKET
PLACE FOOD PANTRY OF COMMUNITY CHURCH OF ATLANTA TO THE CITY OF
SOUTH FULTON, GEORGIA, AND FOR OTHER LAWFUL PURPOSES**

(Sponsored by Councilmember Jaceey Sebastian)

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and the City Council ("City Council"); and

WHEREAS, Section 1.12 (14) of the City Charter authorizes the City to accept or refuse gifts, donations, bequests, or grants from any source for any purpose related to the powers and duties of the city and upon such conditions as the donor or grantor may impose; and

WHEREAS, the Community Market Place Food Pantry of Community Church of Atlanta has or pledged to donate approximately 8,000 pounds of food to the citizens and/or residents represented by Councilmember Sebastian for various food giveaways in District 4; and

WHEREAS, the City Council wishes to approve and accept the receipt of approximately 8,000 pounds of food donations from the Community Market Place Food Pantry of Community Church of Atlanta; and

WHEREAS, the City Council further would like to extend its appreciation and gratitude for this generous and beneficial donation to the City and its residents; and

WHEREAS this Resolution is in the best interests of the health, safety, and general welfare of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA as follows:

Section 1. the City hereby accepts and approves the receipt and/or donation of approximately 8,000 pounds of food from the Community Market Place Food Pantry of Community Church of Atlanta.

Section 2. It is hereby declared to be the intention of the City Council that:

(a) All sections, paragraphs, sentences, clauses, and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable, and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Resolution is severable from every other section, paragraph, sentence, clause, or phrase of this Resolution. No section, paragraph, sentence, clause, or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Resolution.

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 4. All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 5. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Second Read: Request Approval of An Ordinance Amending the Work Session Policy

DATE: November 28, 2023

SUBJECT: Second Read: Request Approval of An Ordinance Amending the Work Session Policy

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ORD_ Work Session Policy_Draft 11.6.2023	Cover Memo	11/22/2023

AN ORDINANCE TO AMEND SECTION 1-3002, SUBSECTION (e.1), CHAPTER 3 - MAYOR AND COUNCIL OF TITLE 1 – ADMINISTRATION, REGARDING THE ORDER OF BUSINESS FOR WORK SESSIONS; AND FOR OTHER LAWFUL PURPOSES

(Sponsored by Councilmember Williams-Brown)

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof ("City Council"); and

WHEREAS, pursuant to City Charter Section 3.13, the City Council shall hold regular and, where necessary, specially called public meetings to transact the City's business; and

WHEREAS, pursuant to City Charter Section 3.22, the Mayor shall have prepared an "agenda for each meeting of the city council which shall include all business submitted by the mayor, any councilmember, the city manager, and the city attorney"; and

WHEREAS, work sessions are subject to the Open Meetings Act and must be posted and open to the public except for those issues that by law are permitted to be addressed in closed session; and

WHEREAS, work sessions provide the opportunity for city council to focus on long-term decisions rather than the day-to-day management issues that confront the city; and

WHEREAS, work sessions can help make regular sessions more productive and shorter and can be used for goal-setting, budget review, staff briefings or to provide opportunities for council/board members to study difficult issues, clarify problems and gather and analyze information; and

WHEREAS, the format for the work sessions shall promote efficiency in council operations but not to take action; and

WHEREAS, the City Council on [date] adopted Ordinance number 2022-019 that established work session criteria and/or procedures; and

WHEREAS, this ordinance is in the best interest of the City, its citizens and the efficient operation of the City.

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1. That Section 1-3002, Subsection (e.1) (Order of Business for Work Sessions) of Chapter 3 (Mayor and Council) of Title 1 (Administration) of the City of South Fulton Code of Ordinances is hereby amended as follows:

(e.1) *Order of business for work sessions.* When a quorum is present the council shall proceed to the business before it, which shall be conducted in the following order:

The first meeting of the month:

(1) City manager items.

a. ~~Staff reports.~~ **The City Manager's monthly report shall include an update on City Initiatives aligned with the Strategic Plan.**

b. ~~Update city initiatives aligned with strategic plan.~~ **Finance reports shall be provided at least quarterly.**

c. ~~Briefing on city contracts/purchases exceeding \$25,000.00.~~

(2) Staff Presentations (not to exceed three)

(3) Executive Session (if necessary)

The second meeting of the month:

~~(2)~~**(1)** Presentations at the request of the mayor and/or city council (not to exceed two presentations by request of the mayor and two presentations at the request of city council, by order of request and documented by official city email).

~~(3)~~ **(2)** Executive session (if necessary).

~~(4) City attorney report, if action taken in executive session.~~

~~(5)~~ **(3)** Adjournment.

The work session agenda for the meeting may be amended upon two-thirds vote of the council.

All reports and presentations shall be submitted in writing to the city clerk by 5:00 p.m. on the Thursday preceding the work session for inclusion in the work session agenda packet.

The Work Session agenda for the meeting may be amended upon two-thirds vote of the council.

All reports and presentations **listed on the approved agenda** shall be submitted in writing to the city clerk **no later than** by 5:00 pm on the Thursday preceding the work session for inclusion in the work session agenda packet.

Section 2. Amendments are shown with strikethrough to denote text to be deleted and bold underline to denote text to be added. Where new sections or paragraphs are added that change the numbering of existing sections or paragraphs, all references throughout the Ordinance will be updated accordingly.

Section 2. That Title 1 (ADMINISTRATION), Chapter 3 (MAYOR AND COUNCIL), Section 1-3002 (Presiding officer and rules for debate), subsection (g) (Agenda, preparation of; public comment), subsection (2)(a), be amended to read as follows:

(g) *Agenda, preparation or,- public comment.*

(2) (a) To have an item placed on the agenda for consideration at a City Council work session meeting, it must be submitted electronically for consideration to the City Clerk **by 5:00 p.m. at least eleven (11) days (Friday) prior to the work session date.** ~~12:00 p.m. (noon) on the Wednesday immediately preceding the work session date.~~ Any supporting documents germane to the item should also be submitted. To have an item placed on the agenda for consideration at a City Council regular monthly meeting, it must be timely submitted for consideration at the City Council work session which precedes such regular monthly meeting.

Section 3. It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 4. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 5. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 6. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Approval of 2024 City Council Meeting
Schedule

DATE: November 28, 2023

SUBJECT: Request Approval of 2024 City Council Meeting
Schedule

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
2024 Meeting Schedules_Version1	Cover Memo	11/22/2023



SOUTH FULTON CITY COUNCIL 2024 MEETING SCHEDULE

DRAFT

Work Sessions	Zoning Hearings	Regular Meetings
Tuesday, January 9, 2024 – 4:00 PM	Tuesday, January 9, 2024 – 6:00 PM	Tuesday, January 9, 2024 – 7:00 PM
Tuesday, January 23, 2024 – 4:00 PM		Tuesday, January 23, 2024 – 5:00 PM
Tuesday, February 13, 2024 – 4:00 PM	Tuesday, February 13, 2024 – 6:00 PM	Tuesday, February 13, 2024 – 7:00 PM
Tuesday, February 27, 2024 – 4:00 PM		Tuesday, February 27, 2024 – 5:00 PM
Tuesday, March 12, 2024 – 4:00 PM	Tuesday, March 12, 2024 – 6:00 PM	Tuesday, March 12, 2024 – 7:00 PM
Tuesday, March 26, 2024 – 4:00 PM		Tuesday, March 26, 2024 – 5:00 PM
Tuesday, April 9, 2024 – 4:00 PM	Tuesday, April 9, 2024 – 6:00 PM	Tuesday, April 9, 2024 – 7:00 PM
Tuesday, April 23, 2024 – 4:00 PM		Tuesday, April 23, 2024 – 5:00 PM
Tuesday, May 14, 2024 – 4:00 PM	Tuesday, May 14, 2024 – 6:00 PM	Tuesday, May 14, 2024 – 7:00 PM
Tuesday, May 28, 2024 – 4:00 PM		Tuesday, May 28, 2024 – 5:00 PM
City Council Recess	City Council Recess	City Council Recess
Tuesday, July 9, 2024 – 4:00 PM	Tuesday, July 9, 2024 – 6:00 PM	Tuesday, July 9, 2024 – 7:00 PM
Tuesday, July 23, 2024 – 4:00 PM		Tuesday, July 23, 2024 – 5:00 PM
Tuesday, August 13, 2024 – 4:00 PM	Tuesday, August 13, 2024 – 6:00 PM	Tuesday, August 13, 2024 – 7:00 PM
Tuesday, August 27, 2024 – 4:00 PM		Tuesday, August 27, 2024 – 5:00 PM
Tuesday, September 10, 2024 – 4:00 PM	Tuesday, September 10, 2024 – 6:00 PM	Tuesday, September 10, 2024 – 7:00 PM
Tuesday, September 24, 2024 – 4:00 PM		Tuesday, September 24, 2024 – 5:00 PM
Tuesday, October 8, 2024 – 4:00 PM	Tuesday, October 8, 2024 – 6:00 PM	Tuesday, October 28, 2024 – 7:00 PM
Tuesday, October 22, 2024 – 4:00 PM		Tuesday, October 22, 2024 – 5:00 PM
Tuesday, November 12, 2024 – 4:00 PM	Tuesday, November 12, 2024 – 6:00 PM	Tuesday, November 12, 2024 – 7:00 PM
Tuesday, November 26, 2024 – 4:00 PM		Tuesday, November 26, 2024 – 5:00 PM
Tuesday, December 10, 2024 – 4:00 PM	Tuesday, December 10, 2024 – 6:00 PM	Tuesday, December 10, 2024 – 7:00 PM

- Work Session, Alcohol/Zoning Hearing and Regular Meeting on 2nd Tuesday at 4 pm, 6 pm and 7 pm
- Work Session and Regular Meeting on 4th Tuesday at 4 pm and 5 pm
- One meeting for the month of December per past practice (Work Session at 4 pm, Zoning Hearing at 6 pm and Regular Meeting at 7 pm)
- Council Recess – June 2024

2024 Conferences

GMA Cities United
NLC Congressional City Conf
GMA Annual Conference
NLC City Summit

January 26-29, 2024
March 11-13, 2024
June 21-25, 2024
Nov. 13-16, 2024

Atlanta
Washington DC
Savannah
Tampa

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Approval of A Resolution to Approve Stipends for the Planning Commission, BZA and Code Enforcement Boards

DATE: November 28, 2023

SUBJECT: Request Approval of A Resolution to Approve Stipends for the Planning Commission, BZA and Code Enforcement Boards

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Resolution - Board Compensation	Cover Memo	11/22/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2023-_____

A RESOLUTION TO PROVIDE FOR THE COMPENSATION OF MEMBERS OF THE BOARD OF CODE ENFORCEMENT, PLANNING COMMISSION, AND ZONING BOARD OF APPEALS, IN ACCORDANCE WITH SEC. 4.11 OF THE CITY CHARTER; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, The City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof ("City Council"); and

WHEREAS, Sec. 4.11 of the Charter of the City of South Fulton, Georgia, provides that the City Council, may provide for the compensation and reimbursement for actual and necessary expenses of the members of any board, commission, or authority; and

WHEREAS, Sec. 3-4001(f) of the City Code reads as follows: "*Compensation*. The city council shall, by resolution, determine the amount of compensation, if any, to be paid to the members of the code enforcement board. In the absence of such resolution, no compensation shall be provided to the members of the code enforcement board."; and

WHEREAS, Sec. 5-5002(f) of the City Code reads as follows: "*Compensation*. The city council shall, by resolution, determine the amount of compensation, if any, to be paid to the members of the planning commission. In the absence of such resolution, no compensation shall be provided to the members of the planning commission."; and

WHEREAS, Sec. 5-6001(f) of the City Code reads as follows: *Compensation*. The city council may, by resolution, determine the amount of compensation, if any, to be paid to the zoning board of appeals members. In the absence of such resolution, no compensation shall be provided to the members of the zoning board of appeals."; and

WHEREAS, this Resolution is in the best interests of the health and general welfare of the City, its residents, and the general public.

THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY RESOLVES that the Mayor and City Council of the City of South Fulton, Georgia, hereby determines the amount of compensation for the duly appointed members of the South Fulton Code Enforcement Board, the South Fulton Planning Commission, and the South Fulton Zoning Board of Appeals to be as follows:

<u>Board, Commission, or Authority:</u>	<u>Compensation:</u>
Code Enforcement Board	\$50/meeting
Planning Commission	\$50/meeting

Zoning Board of Appeals	\$50/meeting
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[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The Police Department is requesting Council approval to enter into a contract with Peregrine for the procurement of a data analytics platform for the Police Department's Real Time Crime Center.

DATE: November 28, 2023

SUBJECT: The Police Department is requesting Council approval to enter into a contract with Peregrine for the procurement of a data analytics platform for the Police Department's Real Time Crime Center.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Decision Memo - Peregrine Platform Request \$124K SFPD Grant 1st Yr - signed	Cover Memo	11/22/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The City Administration requests approval to ratify and approve the payments of purchases made without a contract, from Office Depot, Inc,

DATE: November 28, 2023

SUBJECT: The City Administration requests approval to ratify and approve the payments of purchases made without a contract, from Office Depot, Inc,

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
OFFICE DEPOT JAN-CURRENT 2023	Cover Memo	11/22/2023
R190303_Office_Depot_EXS	Cover Memo	11/22/2023

Vendor Range: OFFIC005 to OFFIC005	Status: Active
Report Type: All	Include Open Requisitions: N
Threshold Amount: 0.00	Include Tax Id: N Contracts: N Bid: Y State: Y Other: Y Exempt: Y
Date Range Type: Both	First Enc Date Range: 01/01/23 to 11/14/23 Paid Date Range: 01/01/23 to 11/14/23

Vendor # Name	Status	1099 Type
OFFIC005 Office Depot	Active	
Total Open P.O.: Bid:	0.00 State:	0.00 Other: 11,195.40 Exempt: 0.00 All: 11,195.40
Total Paid P.O.:	0.00	0.00 45,214.49 0.00 45,214.49
Vendor P.O. Total:	0.00	0.00 56,409.89 0.00 56,409.89

Total Vendors:	1	Total Open P.O.:	11,195.40	Total Paid P.O.:	45,214.49	Total Open & Paid:	56,409.89
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OFFICE SUPPLIES, RELATED PRODUCTS AND SERVICES
Executive Summary

Lead Agency: Region 4 Education Service Center

Solicitation: RFP 19-03

RFP Issued: December 5, 2018

Pre-Proposal Date: December 18, 2018

Response Due Date: January 24, 2019

Proposals Received: #7

Awarded to: Office Depot, Inc. R190303

The Region 4 ESC Procurement Office issued RFP 19-03 on December 5, 2018 to establish a national cooperative contract for Office Supplies, Related Products and Services.

The solicitation included cooperative purchasing language in Sections I – Scope of Work:

Region 4 ESC, as the Principal Procurement Agency, defined in APPENDIX D, has partnered with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). APPENDIX D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On January 24, 2019 proposals were received from the following offerors:

- EPIC Business Essentials
- Gonzalez Solutions for Business
- Lamrite West, Inc.
- Office Depot, Inc.
- Quill LLC
- Rapp Productions dba FurnitureLab
- Waterlogic Americas

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to recommend awards to EPIC Business Essentials, Gonzalez Solutions for Business, Office Depot, Inc. and Quill LLC. The vendors submitted comparable proposals with competitive pricing and product ranges.

On April 23, 2019 the Board of Directors of Region 4 Education Service Center (ESC) approved the multiple awards for office supplies, related product and services to EPIC Business Essentials, Gonzalez Solutions for Business, Office Depot, Inc. and Quill LLC.

The Board of Directors of Region 4 Education Service Center and OMNIA Partners, Public Sector executed the agreement with a contract effective date of July 1, 2019

Contract includes:

- Offering a wide range of products and solutions
- Customized core list capabilities, customer access to online ordering and billing solutions
- Program Incentive Rebates
- National network of retail locations

Term:

Initial five-year agreement from July 1, 2019 to through June 30, 2024 with the option to renew for five (1) additional one-year periods through June 30, 2029.

Pricing/Discount:

- Fixed Net Priced
- Web less discount pricing by category for all Non-Core in current printed Office Depot BSD and the BSD School Solutions Catalog
- Qualified Free Delivery: \$50 minimum purchase

OMNIA Partners, Public Sector Web Landing Pages:

<https://www.omniapartners.com/publicsector/contracts/supplier-contracts/office-depot>

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The City Administration requests approval to ratify and approve the payments of purchases made without a contract, from Amazon Services, LLC,

DATE: November 28, 2023

SUBJECT: The City Administration requests approval to ratify and approve the payments of purchases made without a contract, from Amazon Services, LLC,

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Contract - _Amazon_R-TC-17006_final (1) 11	Cover Memo	11/22/2023
Contract Renewal - R-TC-17006-R2 - On-line Marketplace for Purchases of Products and Services - _AMAZON - 2026	Cover Memo	11/22/2023



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th day of January 2017 by, **Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109**, hereinafter referred to as the "Contractor" and **Prince William County School Board, P.O. Box 389, Manassas, VA 20108**, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document;
 - 2.2. Memorandum of Negotiations dated January 19, 2017.
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER:** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:
 - 4.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.



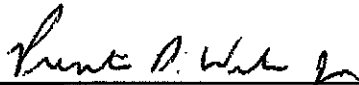
- 4.2. **PROJECT MANAGER:** The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:
5. **TIME OF PERFORMANCE:** In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.
6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.
7. **PAYMENT TERMS:** In accordance with Contractor's proposal, Section 5.3.6.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

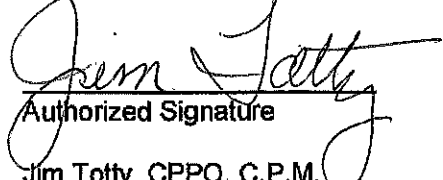
This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:


Authorized Signature
Prentiss D. Wilson, Jr.
Type Name
Vice President
Title
Jan 27, 2017
Date

PURCHASING AGENCY:


Authorized Signature
Jim Totty, CPPO, C.P.M.
Type Name
Supervisor of Purchasing
Title
1-31-17
Date





Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS

R-TC-17006

Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

- a. Contractor's proposal dated October 14, 2016;
- b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
- c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
- d. Contractor's Business Accounts Terms and Conditions (currently available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180>), attached;
- e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
- f. This Memorandum of Negotiations;
- g. Any subsequent modifications to the Contract.

1. The contract term shall remain as originally issued in the RFP, as follows:

- 9.1. The initial term of this contract shall be five years (5) from the date of award to **December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.



3. The following provision is added to PWCS Special Terms and Conditions:

10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE:

As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Prince D. Wilson
Contractor Authorized Signature

Jan 27, 2017
Date

Vice President
Title

Jim Totty
Jim Totty, C.P.M., CPPO
Supervisor of Purchasing

1/31/17
Date





September 18, 2023

Amazon.com Services LLC
(Amazon Business)
Attn: Brett Tuson
Seattle, WA 98109-5210

Re: Contract Renewal
Contract #R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Tuson:

This is to advise you that Prince William County Public Schools (PWCS) desires to renew the referenced contract for an additional two-year period in accordance with the Section 3. CONTRACT TERM AND RENEWAL clause in the Contract. We will be exercising the second of three renewals, each of the renewals to be an additional two (2) year period. The current contract expires January 18, 2024.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than November 6, 2023. In addition to this renewal, you must also provide an updated copy of your **Certificate of Insurance (COI)** with Prince William County School Board listed as an additional insured. The Certificate Holder address can be added to the COI as follows: *P.O. Box 389, Manassas, VA 20108*.

If you have any questions on this matter, please contact me by phone at (703) 791-8888 or via email at sobersk@pwcs.edu.

Sincerely,

Karen Sobers, CPPB
Senior Buyer

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of **January 19, 2024** to **January 18, 2026** and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: ☒ No: ☐

Prices and/or Discounts to Remain the Same: Yes: ☒ No: ☐ If no, explain under separate cover.

DocuSigned by:
Vendor: Brett Tuson
Legally Authorized Signature

Purchasing: Colleen Keener
Legally Authorized Signature

Brett Tuson Authorized Signatory
Print Name & Title

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

Date: October 30, 2023

Page 565 of 610

Date: 11/6/2023

City of South Fulton November 28, 2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The City Administration is requesting Council approval to ratify and approve the payments for past invoices for services rendered without a contract, from Peoples Janitorial Service

DATE: November 28, 2023

SUBJECT: The City Administration is requesting Council approval to ratify and approve the payments for past invoices for services rendered without a contract, from Peoples Janitorial Service

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
PEOPLE JANITORIAL Edmunds	Cover Memo	11/22/2023

Range of Dates: 01/01/23 to 11/16/23

P.O. No.	Order Date	Description	P.O. Total	Void Total	Status
23-01173	02/14/23	Building supplies	10,000.00	0.00	OPEN
23-01641	04/11/23	Janitorial Supplies	1,583.53	0.00	CLOSED
23-02048	05/18/23	SFPD JANITORIAL ORDER	1,455.82	0.00	CLOSED
23-02174	06/08/23	Janitorial Supplies	6,000.00	0.00	OPEN
24-00028	10/11/23	SFPD CLEANING SUPPLIES	2,357.48	0.00	CLOSED
24-00260	10/25/23	Cleaning Supplies	76.90	0.00	OPEN
24-00261	10/25/23	ROOSEVELT CLEANING SUPPLIES	420.53	0.00	OPEN
		Grand Total:	21,894.26	0.00	

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The City Administration is requesting Council approval to ratify and approve the payments for past invoices for services rendered without a contract, from Johnson Controls, Inc

DATE: November 28, 2023

SUBJECT: The City Administration is requesting Council approval to ratify and approve the payments for past invoices for services rendered without a contract, from Johnson Controls, Inc

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
JOHNSON CONTROL JAN-CURRENT 2023	Cover Memo	11/22/2023
Johnson Controls Contract 070121 Contract	Cover Memo	11/22/2023

Vendor Range: JOHNS005 to JOHNS005		Status: Active	
Report Type: All		Include Open Requisitions: N	
Threshold Amount: 0.00	Include Tax Id: N	Contracts: N	Bid: Y State: Y Other: Y Exempt: Y
Date Range Type: Both	First Enc Date Range: 01/01/23 to 11/14/23		Paid Date Range: 01/01/23 to 11/14/23

Vendor # Name	Status	1099 Type						
JOHNS005 Johnson Controls, Inc.	Active							
Total Open P.O.: Bid:	0.00	State:	0.00	Other:	8,765.76	Exempt:	0.00	All: 8,765.76
Total Paid P.O.:	0.00		0.00		45,252.34		0.00	45,252.34
Vendor P.O. Total:	0.00		0.00		54,018.10		0.00	54,018.10

Total Vendors:	1	Total Open P.O.:	8,765.76	Total Paid P.O.:	45,252.34	Total Open & Paid:	54,018.10
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**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.
- 5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier ("Software") shall be subject to, and governed by, Supplier's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

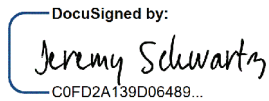
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

10/7/2021 | 8:54 PM CDT

Date: _____

Johnson Controls, Inc.

DocuSigned by:

DD49E8F7B6E24C5...

By: _____

Jeremy L. Rainwater

Title: VP & GM HVAC and Controls North America

10/14/2021 | 5:51 PM CDT

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: _____

RFP 070121 - HVAC Systems and Related Services

Vendor Details

Company Name: Johnson Controls, Inc.
Does your company conduct business under any other name? If yes, please state: MD
Address: PO Box 246
Chesapeake City, Maryland 21915
Contact: Tom Staves
Email: thomas.staves@jci.com
Phone: 443-676-8813
Fax: 443-676-8813
HST#: 39-0380010

Submission Details

Created On: Thursday June 03, 2021 10:17:10
Submitted On: Thursday July 01, 2021 10:19:53
Submitted By: Tom Staves
Email: thomas.staves@jci.com
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16
Submitter's IP Address: 104.129.195.1

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only):	Johnson Controls Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Johnson Controls Canada, LP Johnson Controls Security Solutions	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Johnson Controls does not have any applicable assumed names. Johnson Controls, Inc. has previously operated under two (2) former names: 1. Johnson Service Company from July 10, 1902 to November 11, 1974 2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902	*
4	Proposer Physical Address:	5757 North Green Bay Avenue Milwaukee, WI 53209	*
5	Proposer website address (or addresses):	www.JohnsonControls.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeremy L. Rainwater, VP & GM HVAC and Controls North America 5757 North Green Bay Avenue Milwaukee, WI 53209 jeremy.l.rainwater@jci.com 414-524-1200	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Staves Cooperative Program Manager 705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267 Thomas.Staves@JCI.com 443-676-8813	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Andrew Pergande, Director Commercial Optimization 5757 North Green Bay Avenue Milwaukee, WI 53209 Andrew.Pergande@jci.com 414 524 6937	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities. Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire. Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983. Core Values, Business Philosophy Johnson Controls Values: INTEGRITY FIRST: We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make. PURPOSE LED: We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment. CUSTOMER DRIVEN: We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions. FUTURE FOCUSED: Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next'. ONE TEAM: We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward. Industry Longevity Related To The Requested Equipment: Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms. Products Or Services Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons: - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime. - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation. - Customized service plans to meet any customer's needs. Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.
10	What are your company's expectations in the event of an award?	Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters
12	What is your US market share for the solutions that you are proposing?	Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services: - Energy Saving Performance Contracting: 14% - P3: 36% - Service and Maintenance: 3% These values include both the US and Canada.
13	What is your Canadian market share for the solutions that you are proposing?	See answer to question 12.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Johnson Controls has never petitioned for bankruptcy protection.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities. In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area. To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards. Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples. SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY 2019 World's Most Ethical Company 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine 100 Best Corporate Citizens, 2019 Transparency and social responsibility, since 2006 Corporate Responsibility Magazine 2019 Best Corporate Citizens Community involvement, environmental impact, and fair employee treatment. Forbes Magazine Change the World, 2018 Companies that are doing well by doing good Fortune Magazine AAA Rating Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200 Biggest public companies ranked by green energy revenues Corporate Knights and As You Sow Energy Star Most Efficient 2020 Most efficient products Energy Star Environmental Leader Project of the Year For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy Environmental Leader and Energy Manager Today Environment + Energy Leader 100 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today INNOVATION Johnson Controls Top 100 Global Innovators, 5-time winner Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020 Clarivate Analytics Overall IoT Company of the Year, 2020 Top companies, technologies, and products in the global Internet of Things (IoT) market IoT Breakthrough Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE) Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive Digie Award QUALITY / PRODUCTS Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples. Humanitarian Award, 2019 Fire Commissioner's Humanitarian Award Fire Department of the City of New York Foundation Sustainability Product of the Year The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice. The Business Intelligence Group Edison Award Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category The Edison Awards annually honor excellence in human-centered design and innovation Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers Brandon Hall Group YORK® YHAU CGN Absorption Chiller – Heater Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential New Products for Engineers 2018 IW Best Plants Winner, Norman OK plant Operational excellence Industry Week Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement Association of Briefing Program Managers Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE) Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive Digie Award WORKFORCE DIVERSITY Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award Commitment to creating a diverse and inclusive workforce African American Chamber of Commerce Top 50 Employers for Women Engineers, 2019 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women Women Engineer 50 Best Companies for Diversity Dec. 2018 Black Enterprise Magazine Top Employer – China, 2019 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees Top Employers Institute, China 2019 Best of the Best for U.S. Veterans Top Veteran-Friendly Companies U.S. Veteran's Magazine 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.
19	What percentage of your sales are to the governmental sector in the past three years	26%
20	What percentage of your sales are to the education sector in the past three years	18%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NCPA - \$3,865,224 TIPS - \$2,281,196 NASPO - \$6,036,765 OMNIA - \$1,500,000 (1st yr of agreement)

22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - 084 190CA \$11,680,149 GSA-03FAC 0060P \$5,131,971	*
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Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Brainerd Public Schools	Earl Wolleat	218-454-6906 earl.wolleat@isd181.org	*
Castlewood School District	Dawn Wiersma	605-793-2351 dawn.wiersma@k12.sd.us	*
Watertown School District	Heidi Clausen	605-882-6314 heidi.clausen@k12.sd.us	*
Fort Bend County	Taral Patel	281-341-8608 taral.patel@fortbendcountytexas.gov	
Marshall County	Roger Haugtvedt	218-745-4951 rodger.haugtvedt@co.marshall.mn.us	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Western Regional Integrated Health Authority	Government	NL - Newfoundland and Labrador	P3, service, controls	\$322.00 – \$109,274,268.00	\$109.3M	*
Corvias Group - Public Housing	Government	Florida - FL	Work for this entity took place in multiple states. Performance Contracting infrastructure improvements	\$61,531 – \$43,968,914	\$97M	*
CUNY - The City University of New York	Education	New York - NY	Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades	\$5,620 – \$24,724,109	\$35.9M	*
City of Toledo	Government	Ohio - OH	Performance Contract, various HVAC upgrades, automated meters, controls, service	\$334 - \$75,390,135	\$75.9M	*
School District of Philadelphia	Education	Pennsylvania - PA	Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades	\$3,986 - \$24,000,000	\$64.4M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.	*
26	Dealer network or other distribution methods.	Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.	*
27	Service force.	As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Johnson Controls service team provides emergency and/or call-as-needed service. Dispatched through our 24-hour operation center, professional tradesmen and technicians are available whenever and wherever needed. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue. We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week. In addition to the service required, our technicians will suggest ways to improve conditions, as well as alternate methods of operations. If needed, they will contact other specialists to assist with the issues at hand and provide you with written documentation. Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window. We deliver unparalleled OEM service support for our industry-leading YORK chillers and Metasys building management system, as well as the expertise to service any competitive brand of equipment, including chillers, boilers, HVAC mechanical equipment, and controls systems. When it comes to servicing HVAC equipment or controls systems, we will provide customers with the expertise, resources, professionalism, and results expected from a global industry leader – with the attention to detail and commitment to the community of a local service provider. The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings. Our service branches are certified to service a wide range of facility infrastructures including the following: - Building automation control systems - Chiller and refrigeration equipment - Boilers and associated heating systems - Air handling equipment and large fans - Hydronic equipment including pumps and cooling towers - Pneumatic air systems (control and process) - Fire alarm systems - Security and card access control systems - Low and high voltage electrical systems - Packaged rooftop units and unitary heat/cooling equipment Maintenance In order to protect your investment in its equipment and facilities, it is prudent to perform regular service/maintenance as outlined by the manufacturers. With an optimal maintenance strategy, one can expect a reduction in downtime, maintenance, and operating costs. Especially in a stringent cost-reduction environment – and with increasing demands placed upon facility managers and staff – it is more important than ever to find ways to simplify, expedite, and improve one's job while finding cost efficiencies along the way. We can customize a facility maintenance plan to address the manufacturer's recommended preventative maintenance tasks for all of your equipment. An effective strategy applies an optimum mix of different approaches based on the risk impact or cost and consequences of failure. Establishing this proper mix and focusing on continuous improvement is equally important in a successful strategy. Reactive Maintenance Fixing or replacing equipment only when they fail. Assets will be out of service until fixed. Significant overtime and expedited delivery costs incurred. Predictive Maintenance Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service. Preventative Maintenance Scheduling maintenance at specific times offers the first line of defense against failure. Proactive Maintenance Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.	*
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.	*
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.	*

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients: Ms. Mary Beth Alexander - Business Development Mgr. Ms. Melanie LeClair - Business Development Mgr. Ms. Hayley Nitschke - Marketing The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com. • Update our existing customer database files for known Sourcewell members • Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell) • Conduct Emailer campaigns • We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend. • All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives. • Will promote via newsletter and corporate announcement
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection. Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers. We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission. To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following: - Define current maintenance and operating procedures - Define required maintenance and operating procedures required for new equipment - Review training options with plant engineering and maintenance - Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.) - Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application - Record each session for future use by staff - On a regular basis, repeat and redesign new needs and re-establish competency on old ones Johnson Controls Institute Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute. Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at www.johnsoncontrols.com. Packaged Training Programs We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute. The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed. Branch and On-Site Instruction Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations. Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.

39	Describe any technological advances that your proposed products or services offer.	Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more. One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance. This technology gives our team 24/7 read-only access to chiller operational data remotely via our iPhones and desktop computers to maximize uptime, help you manage costs, and make informed decisions about your equipment. Connected Services will notify Johnson Controls personnel if the York chillers are not operating properly. Additionally, it allows our technicians direct access to the Johnson Controls internal intranet for access to all York chiller application data, service manuals and bulletins, parts manuals, and direct access to the York Factory Engineering team. This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.	*
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources. Our Objectives Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind: • Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services. • Fostering a culture of sustainability that engages and attracts people who want to make a difference. • Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain. • Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact. • Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making. Our Accomplishments Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years. 2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved. 100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking. MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA. S&P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well. Here are just some of the reasons why we've received this recognition: • From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent. • Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity. • We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. This strategy drives sustainability across our entire value chain by focusing on five areas: solutions, people, partnerships, performance, and governance. As part of this new strategy, we are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.	*
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.	*
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions. Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks. Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.	*

43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America. Unparalleled Experience By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America. This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies. We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list. Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require. We Are Where You Are Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve. Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network. By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work. Flexibility and Consistency Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers. With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner. Safety At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide. Compared to the industry averages for Total Recordable Injury Rate (TRIR) and Lost Time Injury Rate (LTIR), Johnson Controls is leading the way in safety. In fact, our current safety record surpasses the published future safety goals of most industrial leaders. Commitment to Diversity For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace. We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses. Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses. Commitment to Sustainability Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site. Since 2002, we have publicly reported various sustainability data, including safety, and environmental metrics. We published our first annual Business and Sustainability Report in 2003, which details our performance in accordance with the Global Reporting Initiative (GRI) guidelines – the most widely accepted global standard for reporting corporate responsibility. Our 2015 Sustainability Report is available for you to view online at: http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
44	Do your warranties cover all products, parts, and labor?	Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.	*
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technician travel time and mileage to perform warranty repairs are covered under our warranty program.	*
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.	*
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components	*
49	What are your proposed exchange and return programs and policies?	According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.	*
50	Describe any service contract options for the items included in your proposal.	Maintenance In order to protect your investment in its equipment and facilities, it is prudent to perform regular service/maintenance as outlined by the manufacturers. With an optimal maintenance strategy, one can expect a reduction in downtime, maintenance, and operating costs. Especially in a stringent cost-reduction environment – and with increasing demands placed upon facility managers and staff – it is more important than ever to find ways to simplify, expedite, and improve one's job while finding cost efficiencies along the way. We can customize a facility maintenance plan to address the manufacturer's recommended preventative maintenance tasks for all of your equipment. An effective strategy applies an optimum mix of different approaches based on the risk impact or cost and consequences of failure. Establishing this proper mix and focusing on continuous improvement is equally important in a successful strategy. Reactive Maintenance Fixing or replacing equipment only when they fail. Assets will be out of service until fixed. Significant overtime and expedited delivery costs incurred. Predictive Maintenance Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service. Preventative Maintenance Scheduling maintenance at specific times offers the first line of defense against failure. Proactive Maintenance Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
51	Describe any performance standards or guarantees that apply to your services	Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard. This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction. Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals. Our Performance Infrastructure team provides guarantees for our Performance Contracting projects. For a Performance Contract, Johnson Controls guarantees the savings amount in the contract. - We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance. - We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&V plan). - If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services. - We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.	*
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods?	Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities. Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include: Direct Purchase Fair Market Value (FMV) Purchase Option 10% Purchase Option	*
55	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept P-card procurement and payment, and we do not pass on any fees to the customer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent. Labor Rates For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually. Equipment, Controls, and Solutions For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized. For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost. HVAC Specialty Air Quality Products are custom built, so pricing will vary For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We supply these items at cost + 30%.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Proficiency and Risk (PR) Fee: Due to unforeseen conditions and or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%. In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs are included, as is disposal.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs are included in the price.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details. Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response. HVAC System Design, Installation, and Service HVAC Systems: - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs - Inefficient air handling unit replacement - HVAC system redesign - Variable frequency drives - Heat recovery systems - Low leakage air dampers - Variable air volume systems - Inlet vanes for centrifugal fan - Demand control ventilation - Exhaust fans - Fan coil units - Motor replacement - Unit heaters/ventilators - Computer room unit optimization - Four-pipe system to two-pipe system - Variable volume system upgrades - System recommissioning - Duct Free Mini Split Systems - Invertors - Pumps - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration - Rooftop units - Heat pumps - PTACs - Water source heat pumps - Air Terminal Devices and Heating Products - Lighting systems-disinfectant lighting (UVC light tech) for air handlers Cooling Systems: - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers - Chiller replacements - Gas fire centrifugal chillers - Low load chiller - CFC containment conversions - Tower free cooling - Commercial refrigeration

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

OpenBlue

Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

Smart City Programs

	- Traffic analysis - Security Cameras - Proximity Sensors - Pedestrian Counters - Digital signage and speakers - Gunshot detection
	Utility Meters - Water Meters - Electric Meters - Utility billing analysis - Utility rate improvements - Meter consolidation - Electric power factor correction - Automatic Meter Reading (AMR) - Advanced Metering Infrastructure (AMI) technology – Full scale implementation - Meter accuracy improvements - Meter typing & sizing upgrades - Automatic leak detection system - Customer web portal - SCADA upgrades
	Distribution Systems and Cogeneration Plants - Central Utility Plants - Cogeneration/CHP Systems - Central cooling plant
	Lighting Systems - Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting. - Interior Lighting: - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps - o High Bay Fixtures: New LED fixtures - Exterior Lighting: - o Building Mounted: Wall packs, floods, canopy - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages - Lighting Controls: - o Room based controls: occupancy sensors, Photocell sensors - o Stand-alone Networked controls - o Integrated Networked controls with BAS - o Smart City controls - Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle: - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning - o High light levels and high CCTs at midday (up to 10,000 K) - o Low light levels and low CCTs during evening - o Extremely low light levels and a medium CCT under moonlight - Smart Building-Wide Lighting Control - Building Automation System Integration - Business Optimization
	Building Envelope Systems - Window glazing - Tinted window film - Energy efficient windows - Window and door weather stripping and caulking - Revolving doors - Air curtains - Automatic door closers - Roofing - Insulate walls, roof, floor, soffit - Caulk pipe penetrations - Seal ceiling to roof gap - Solar radiation reduction - Reflective coating to roof - Weatherproofing
	Water and Sewage Systems Water Conservation - Retrofit flush valves, showerheads, faucets, toilets - Automated water systems - Cooling tower retrofits - Ice machine upgrades - High efficiency domestic water heaters - Waste heat recovery
	Water Supply/Treatment/Distribution - Raw water pumping - High service pumps - Backwash water pumps (filtration plants) - Water control systems - Plumbing systems - Irrigation systems - Domestic water - Rain water harvesting
	Wastewater Collection and Treatment - Wastewater lift pumps - Aeration system improvements (diffusers, controls, blowers) - Digester gas to energy projects - Digester improvements
	Flood Control - Flood control systems - Flood monitoring systems - Integrated traffic control and monitoring systems
	Renewable Energy Systems - Solar photovoltaic - Wind turbines

	- Geothermal heat pumps - Microgrid - Energy storage - Solar daylighting - Biomass plants - Solar thermal pool heating - Solar thermal domestic water heating - Solar transpired walls
	Distributed Energy Storage Battery Power Stationary Storage Energy Storage System - In-Building Modular Container Distributed Energy Storage System Thermal Energy Storage Systems Ice Storage
	Sewer Heat Recovery Waste Heat Recovery and Urban Biogas Utilization
	Microgrids
	Connected Technologies - Audio-Visual - Data Cabling - LAN/WAN/Voice - Distributed Antenna Systems - Nurse Call Systems - Security Systems - HL7 Integrations
	Pool Systems/Environment and Recreational Spaces Additional Systems - Loading dock air curtains - Ceiling systems - Electrical power systems - Emergency generators - Turbine generators - Switch gear - Elevator modernization - Waste management - Waste compactors - Red bag waste - Pool covers and pool heat recovery - Air and water balance - Power factor correction - Fleet management - Start-up and commissioning - High efficiency water heating - Instantaneous hot water heating and removal of large storage tanks - Waste heat recovery for dryers and kitchens - Conversion of electric kitchen equipment to gas - Water savings measures for kitchen and laundry - Ozonated laundry upgrades - Kitchen equipment - Dishwasher replacement - Walk-in coolers optimization - Exhaust system optimization - Kitchen design - Laundry systems
	Service and Maintenance
	Public Relations
	Security - 24/7 remote monitoring - Access control - Advanced video surveillance - Intrusion detection
	Fire, Life-Safety & Hazard Protection - Fire alarm systems - Fire sprinkler systems - Fire suppression systems - Mass notification systems - Special hazard solutions - Extinguishers - Mass Notification - Special Hazard - Sprinkler
	Operational Intelligence & Loss Prevention - Information management solutions - Real-time location systems (RTLS) for asset management - Video and traffic analytics

71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Renewable Technologies - Indoor Air Quality - Lighting Systems - Energy Efficiency - Greenhouse Gas Reduction - Smart Building Technologies - Smart City Technologies - Artificial Intelligence - Security - Connected Technologies - Energy Storage - Microgrids - HVAC Equipment - Controls - Building Automation Systems - Energy Management Systems - Operational Intelligence and Asset Management - Fire alarm and suppression - Security - Extinguishers - Sprinkler - Mass Notification - Special Hazard
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	Yes No	See attachment 14A - Depth and Breadth of Offer Equipment Products and Services
73	Sensors, controls, thermostats, gauges, and system automation or management products and technology	Yes No	See attachment 14A - Depth and Breadth of Offer Equipment Products and Services
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	Yes No	See attachment 14A - Depth and Breadth of Offer Equipment Products and Services

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.

3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcwell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28

• [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10

• [WMBE/MBE/SBE or Related Certificates](#) (optional)

• [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35

• [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04

• [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_HVAC_Systems_Services_RFP_070121 Tue June 22 2021 04:10 PM	☒	1
Addendum_3_HVAC_Systems_Services_RFP_070121 Wed May 26 2021 04:55 PM	☒	1
Addendum_2_HVAC_Systems_Services_RFP_070121 Tue May 18 2021 03:45 PM	☒	1
Addendum_1_HVAC_Systems_Services_RFP_070121 Mon May 17 2021 01:50 PM	☒	1

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The City Administration is requesting Council approval to ratify and approve the payments for purchases made without a contract, from Uline, Inc,

DATE: November 28, 2023

SUBJECT: The City Administration is requesting Council approval to ratify and approve the payments for purchases made without a contract, from Uline, Inc,

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ULINE JAN - CURRENT 2023 Edmunds Report	Cover Memo	11/22/2023

Vendor Range: ULINE005 to ULINE005		Status: Active	
Report Type: All		Include Open Requisitions: N	
Threshold Amount: 0.00	Include Tax Id: N	Contracts: N	Bid: Y State: Y Other: Y Exempt: Y
Date Range Type: Both	First Enc Date Range: 01/01/23 to 11/14/23		Paid Date Range: 01/01/23 to 11/14/23

Vendor # Name	Status	1099 Type
ULINE005 Uline, Inc	Active	
Total Open P.O.: Bid:	0.00	State: 0.00 Other: 9,429.31 Exempt: 0.00 All: 9,429.31
Total Paid P.O.:	0.00	0.00 130,137.13 0.00 130,137.13
Vendor P.O. Total:	0.00	0.00 139,566.44 0.00 139,566.44

Total Vendors: 1	Total Open P.O.: 9,429.31	Total Paid P.O.: 130,137.13	Total Open & Paid: 139,566.44
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GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The City Administration is requesting Council approval to ratify and approve the payments of invoices for services rendered without a contract, from Moon's Service Center, Inc,

DATE: November 28, 2023

SUBJECT: The City Administration is requesting Council approval to ratify and approve the payments of invoices for services rendered without a contract, from Moon's Service Center, Inc,

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MOON JAN - CURRENT 2023 Edmunds Report	Cover Memo	11/22/2023

Vendor Range: MOON005 to MOON005	Status: Active
Report Type: All	Include Open Requisitions: N
Threshold Amount: 0.00	Include Tax Id: N Contracts: N Bid: Y State: Y Other: Y Exempt: Y
Date Range Type: Both	First Enc Date Range: 01/01/22 to 11/14/23 Paid Date Range: 01/01/23 to 11/14/23

Vendor # Name	Status	1099 Type				
MOON005 MOON'S SERVICE CENTER INC	Active					
Total Open P.O.: Bid:	0.00	State:	0.00	Other:	31.85	Exempt: 0.00 All: 31.85
Total Paid P.O.:	0.00		0.00		289,354.04	0.00 289,354.04
Vendor P.O. Total:	0.00		0.00		289,385.89	0.00 289,385.89

Total Vendors:	1	Total Open P.O.:	31.85	Total Paid P.O.:	289,354.04	Total Open & Paid:	289,385.89
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